MYANMAR JAPAN RICE INDUSTRY CO., LTD

PROPOSAL OF THE PROMOTER

TO MAKE FOREIGN INVESTMENT

IN THE UNION OF MYANMAR

MJRI Myanmar Japan Rice Industry Co., Ltd.

No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်တိုင်းဒေသကြီး။

နေ့စွဲ ။ ။ ၂၀၁၅ ခုနှစ်၊ မတ် လ၊ (၆) ရက်။

အကြောင်းအရာ။ ။ အဆိုပြုလွှာပြင်ဆင်ပေးပို့ခြင်း။
ရည်ညွှန်းချက်။ ။မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏စာအမှတ်–
ရက– ၂/န–၁၁၄ / ၂၀၁၅ (၀၁၄–က) ၇–၁–၂၀၁၅

အထက်ပါအကြောင်းအရာနှင့် ပါတ်သက်၍ နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ ကျွန်တော်တို့၏ Myanmar Japan Rice Industry Company Limited သည် ရန်ကုန်တိုင်းဒေသကြီး ၊ ရန်ကုန် တောင်ပိုင်းခရိုင် ၊ တွံတေးမြို့နယ် ၊ ဘုရားငုတ္တို (မ) ကျေးရွာအုပ်စု ၊ ကွင်းအမှတ်–၁၂၂–စီ ၊ ကန်ပတ်ရိုးကွင်း၊ ဦးပိုင်အမှတ်–၁/၄ ရှိမြေဧရိယာ (၂၇. ၄၉) ဧက ကိုငှားရမ်း၍ ဆန်နှင့်ဆန်ထွက်ပစ္စည်းများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းအား မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ ဖက်စပ် ရင်းနှီးမြှုပ်နှံမှု ခွင့်ပြုမိန့်ကို လျှောက်ထားသော ကုမ္ပဏီ ဖြစ်ပါသည်။

Myanmar Japan Rice Industry Company Limited ၏ အဆိုပြုချက် စိစစ်ရေး အဖွဲ့၏ မှတ်ချက် နှင့်အညီပြင်ဆင်ပြီးသော အဆိုပြုလွှာ ( ) စုံကို ပေးပို့တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

U Ye Min Aung
Managing Director

Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ MJRI / PPM / 2015 (072)
ရက်စွဲ၊ ၂၀၁၅ခုနှစ်၊ ဖေဖော်ဝါရီလ၊(၁၉)ရက်

အကြောင်းအရာ။ **Myanmar Japan Rice Industry Co.,Ltd ၏ MIC အဆိုပြုလွှာတွင် တင်ပြထားရှိသော လုပ်ငန်းတည်နေရာလယ်မြေအား အခြားနည်းဖြင့်အသုံးပြုရန် ခွင့်ပြုမိန့်(ပုံစံ-၁၅)မိတ္တူအား ပေးပို့ခြင်း။**

၁။ Myanmar Japan Rice Industry Company Limited ၏ 51% ရှယ်ယာပါဝင်သော မိမိတို့ MAPCO ကုမ္ပဏီသည် Mitsuiကုမ္ပဏီနှင့်တွဲ၍လုပ်ငန်းလုပ်ကိုင်မည့် ရန်ကုန်တိုင်းဒေသကြီး၊ တွံ့တေးမြို့နယ်၊ ဘုရားငုတ္တို မြောက်ကျေးရွာအုပ်စု၊ ကွင်းအမှတ် (၁၂၂-စီ)၊ ကန်ပတ်ရိုးကွင်းအတွင်းရှိ လယ်မြေ(၂၇.၄၉)ဧကကို အခြားနည်းဖြင့် အသုံးပြုခွင့်လျှောက်ထား တင်ပြမှုအပေါ် ဗဟို လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့မှ ပူးတွဲပါစာဖြင့် လယ်ယာမြေအား အခြားနည်းဖြင့် အသုံးပြုရန်ခွင့်ပြုမိန့် (ပုံစံ-၁၅)ကို ပေးပို့ထားရှိလာပါသည်။

၂။ သို့ဖြစ်ပါ၍ လယ်ယာမြေအား အခြားနည်းဖြင့်အသုံးပြုရန် ခွင့်ပြုမိန့် (ပုံစံ-၁၅)ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်မှ သိရှိနိုင်ပါရန်နှင့်လိုအပ်သလို ဆောင်ရွက်မှုများပြုလုပ်နိုင်ပါရန် လေးစားစွာပေးပို့ တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co.,Ltd

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့

စာအမှတ်၊ ၁၅/ လယ-၃၀ (၀၃၇ / ၂၀၁၅)

ရက်စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဖေဖော်ဝါရီလ(၁၇)ရက်

အကြောင်းအရာ။ **လယ်မြေအား အခြားနည်းဖြင့် အသုံးပြုရန် ခွင့်ပြုမိန့် (ပုံစံ-၁၅)များ ပေးပို့ခြင်း**

၁။ ဦးရဲမင်းစိုး၊ အမှတ်(၆၉)၊ ဗိုလ်ချုပ်ရေအိုးစင်လမ်း၊ တာမွေမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးမှ တွံတေးမြို့နယ်၊ ဘုရားငုတ္တိုမြောက်ကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၁၂၂-စီ)၊ ကန်ပတ်ရိုးကွင်း အတွင်းရှိ လယ်မြေဧရိယာ (၂၇.၄၉) ဧကကို အခြားနည်းဖြင့် အသုံးပြုရန် လျှောက်ထားလာမှု အပေါ် ရန်ကုန်တိုင်းဒေသကြီး လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့၏ (၆.၆.၂၀၁၄) ရက်စွဲပါစာအမှတ်၊ ၂/ ၃-၂(၂)စီးပွား ဖြင့် ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့သို့ ပေးပို့တင်ပြလာပါသည်။

၂။ သို့ဖြစ်ပါ၍ လယ်ယာမြေကို အခြားနည်းဖြင့် အသုံးပြုရန် လျှောက်ထားချက်နှင့် စပ်လျဉ်း၍ လယ်ယာမြေဥပဒေပုဒ်မ ၃၀ (က) အရ ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့၏ (၂၉.၁၂.၂၀၁၄)ရက်နေ့ အစည်းအဝေးအမှတ်စဉ် (၇/၂၀၁၄)ဆုံးဖြတ်ချက်အပိုဒ် ၁၊ အပိုဒ်ခွဲ (က) အရ ခွင့်ပြုရန် သဘောတူ ပြီးဖြစ်ပါသဖြင့် လယ်မြေအား အခြားနည်းဖြင့် အသုံးပြုရန် ခွင့်ပြုမိန့် (ပုံစံ - ၁၅) ကို ဤစာနှင့် အတူ ပူးတွဲလျက်ပေးပို့ပါသည်။

၃။ လယ်ယာမြေအား အခြားနည်းအသုံးပြုခွင့်ရရှိသူအနေဖြင့် လယ်ယာမြေဥပဒေပုဒ်မ ၃၁၊ နည်းဥပဒေ ၉၁ ပါ ပြဋ္ဌာန်းချက်များနှင့်အညီ တိကျစွာ လိုက်နာဆောင်ရွက်သွားပါရန် အကြောင်း ကြားအပ်ပါသည်။

သတိုးအောင်
အတွင်းရေးမှူး
ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့

ဦးရဲမင်းစိုး(DGM, MAPCO)
အမှတ်(၆၉)၊ ဗိုလ်ချုပ်ရေအိုးစင်လမ်း၊ တာမွေမြို့နယ်
ရန်ကုန်တိုင်းဒေသကြီး

မိတ္တူ။

ရန်ကုန်တိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီးမြေစာရင်းဦးစီးဌာန
တောင်ပိုင်းခရိုင်မြေစာရင်းဦးစီးဌာန
တွံတေးမြို့နယ်မြေစာရင်းဦးစီးဌာန(မြေအသုံးချမှုစာရင်းများ၊စာရင်းမြေပုံတွင် ပြောင်းလဲမှတ်သားနိုင်ရန် အကြောင်းကြားချက်ဖြင့် ပေးပို့ပါသည်။)
လက်ခံ။

ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့
လယ်မြေအား အခြားနည်းဖြင့်အသုံးပြုရန် ခွင့်ပြုမိန့်

ရန်ကုန် တိုင်းဒေသကြီး/ပြည်နယ်၊ တောင်ပိုင်း ခရိုင်၊ တွံတေး မြို့နယ်၊ - ရပ်ကွက်/ ကျေးရွာအုပ်စုနေ ဦး - ၏ သား/ သမီး ဦး/ဒေါ်/ အဖွဲ့အစည်း MAPCO နိုင်ငံသား/ အမျိုးသားစိစစ်ရေးကတ်အမှတ် - အား လယ်ယာမြေဥပဒေပုဒ်မ ၂၉ နှင့် ၃၀ တို့အရ အောက်ဖော်ပြပါ လယ်မြေကို သတ်မှတ်ထားသည့် စည်းကမ်းချက်များနှင့်အညီ အခြားနည်းဖြင့်အသုံးပြုခွင့်ပြုလိုက်သည်။

အခြားနည်းအသုံးပြုခွင့်ပြုသည့် လယ်မြေအကြောင်းအရာ

ရန်ကုန် ၊ တိုင်းဒေသကြီး/ပြည်နယ်၊ တောင်ပိုင်း ခရိုင်၊ တွံတေး မြို့နယ်

စဉ်	ရပ်ကွက်/ ကျေးရွာ အုပ်စု	ကွင်း/ အကွက် အမှတ်နှင့် အမည်	ဦးပိုင် အမှတ်	မြေမျိုး	ခွင့်ပြုသည့် ဧရိယာ		ခွင့်ပြုသည့် နည်းလမ်း	မှတ် ချက်
					ဧက	ဒသမ		
၁	၂	၃	၄	၅	၆	၇	၈	၉
	ဘုရား ငုတ္တို (မြောက်)	၁၂၂-စီ ကန်ပတ်ရိုး ကွင်း	၁/၄	လယ်	၂၇	၄၉	အဆင့်မြင့် ဆန်စက် တည်ဆောက်ရန်	
					၂၇	၄၉		

သက်သေခံမြေပုံပူးတွဲထားပါသည်။

ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့၏ (၂၉-၁၂-၂၀၁၄) ရက်နေ့ အစည်းအဝေးအမှတ်စဉ် (၇/ ၂၀၁၄) ဆုံးဖြတ်ချက်အမှတ် ၁(က) အရ လက်မှတ်ရေးထိုးထုတ်ပေးခြင်းဖြစ်သည်။

ရုံးတံဆိပ်

(------------------)

အတွင်းရေးမှူး
ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့
နေပြည်တော်

စာအမှတ်၊ ၁၅/ လယ-၃၀ (၁၆၁၂ /၂၀၁၅)
ရက်စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဖေဖော်ဝါရီလ(၁၇) ရက်

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

စာအမှတ်၊ MJRI/PPM/2015 (162)
ရက်စွဲ၊ ၂၀၁၅ခုနှစ်၊ မတ်လ၊(၁၇)ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်တိုင်းဒေသကြီး

အကြောင်းအရာ။ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း၏ သဘောထားမှတ်ချက်အပေါ် ပြန်ကြားခြင်းကိစ္စ။

ရည်ညွှန်းချက်။ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း၏ ၂၀၁၅ခုနှစ်၊ မတ်လ၊ (၁၃)ရက်နေ့ ရက်စွဲပါ စာအမှတ်၊ မအသ/MIC /၀၁၅၆/၂၀၁၅။

၁။ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း၏ သဘောထားပြန်ကြားချက်စာတွင် မိမိတို့ အဆောက်အဦဝိုင်းအတွက် ပြည်ပမှတင်သွင်းမည့် ဆောက်လုပ်ရေးပစ္စည်းများနှင့် အရေအတွက်ကို အောက်ပါအတိုင်း ထောက်ခံတင်ပြလာပါသည်။

စဉ်	ပစ္စည်းအမျိုးအမည်	MIC စာအုပ်ပါ အရေအတွက် (Ton)	BQ တွင်ပါဝင်သော အရေအတွက် (Ton)	ထောက်ခံတင်ပြသော အရေအတွက် (Ton)
၁။	ဘိလပ်မြေ	၃၅၀၀၀	၅၆၁၃	၅၆၁၃
၂။	သံချောင်းလုံးရှယ်စုံ	၁၁၀၀၀	၁၀၈၉	၁၀၈၉
၃။	သံနှင့်သံထည်ပစ္စည်း	၁၁၇၈၀	၂၀၈၁	၂၀၈၁

၂။ သို့ဖြစ်ပါ၍ မိမိတို့ Myanmar Japan Rice Industry Company Limited သည် မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်းမှစိစစ်ထောက်ခံထားသော အထက်ဖော်ပြပါ ဆောက်လုပ်ရေးပစ္စည်း ပမာဏကို သဘောတူလက်ခံပါကြောင်းနှင့် ပြန်လည် ပြင်ဆင်ထားမှုကို လေးစားစွာပေးပို့တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.

No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ MJRI / PPM / 2015 (071)

ရက်စွဲ၊ ၂၀၁၅ခုနှစ်၊ ဖေဖော်ဝါရီလ၊(၁၉)ရက်

အကြောင်းအရာ။ **ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်အပေါ် ပြန်ကြားခြင်းကိစ္စ။**

ရည်ညွှန်းချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ ၂၀၁၅ခုနှစ် ဖေဖော်ဝါရီလ (၁၁)ရက်နေ့ ရက်စွဲပါ စာအမှတ်၊ ရက-၂/န-၁၁၄/၂၀၁၅(၀၉၈)

၁။ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန၏ သဘောထားပြန်ကြားချက် စာတွင် အောက်ဖော်ပြပါအကြောင်းအရာ(၅)ခု အားဆောင်ရွက်ရန်လိုမည် ဟူ၍ အကြံပြုလာပါသည်။

(က) လူမှုရေးနှင့်ကျန်းမာရေး ထိခိုက်ပျက်စီးမှုများကို ရှောင်ရှားနိုင်ရန် လုပ်ငန်းလည်ပတ်ခြင်းနှင့် ထုတ်လုပ်ခြင်းအဆင့်ဆင့်တို့၏ စီမံကိန်းဆိုင်ရာ အချက်အလက်များ ပြည့်စုံစွာဖော်ပြပြီး လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ကိုထိခိုက်မှုအနည်းဆုံး ဖြစ်စေမည့် အစီအစဉ်များ ရေးဆွဲ၍ လိုက်နာဆောင်ရွက်ရန်၊

(ခ) စပါးကြိတ်ခွဲခြင်း၊ ပြုတ်ဆန်ထုတ်လုပ်ခြင်းကြောင့် စက်ရုံမှထွက်ရှိလာမည့် စွန့်ပစ်အရည်များ၊ အခိုးအငွေ့များ၊ အနံ့အသက်များ၊ အမှုန်များအား သတ်မှတ် စံချိန်စံညွှန်းနှင့် အညီ စွန့်ပစ်နိုင်ရေးအတွက် အဆင့်မြင့်နည်းပညာနှင့် ကိရိယာများ အသုံးပြုဆောင်ရွက်ရန်၊

(ဂ) လုပ်ငန်းခွင် လေကောင်းလေသန့်ရရှိရေး၊ ပတ်ဝန်းကျင်သန့်ရှင်းကောင်းမွန်ရေးအတွက် သင့်တော်မည့် ရေစီးရေလာစနစ်ကို စီမံထားရှိရန်၊ စက်ရုံမှ စွန့်ပစ်ရေများကို စွန့်ပစ်ရာတွင် သတ်မှတ်စံချိန်စံညွှန်းနှင့်အညီ စွန့်ပစ်ရန်၊

(ဃ) ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်း (Environmental Impact Assessment – EIA) လုပ်ငန်းဆောင်ရွက်ရန်နှင့် ပတ်ဝန်းကျင်နှင့်လူမှုရေးဆိုင်ရာထိခိုက်မှု အနည်းဆုံးဖြစ်စေသည့်လုပ်ငန်းဆောင်ရွက်မည့် အစီအစဉ်၊ စွန့်ပစ်ပစ္စည်း/စွန့်ပစ်အရည်များ စီမံခန့်ခွဲမှုအစီအစဉ်၊ စောင့်ကြည့်လေ့လာမည့် အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိခိုက်မှုလျော့ပါးရေးဆောင်ရွက်မည့် လုပ်ငန်းများအတွက် သုံးစွဲမည့်ရန်ပုံငွေ စသည်တို့ပါဝင်သည့် ပတ်ဝန်းကျင်စီမံခန့်ခွဲမှု အစီအစဉ် (Environmental Management Plan-EMP) ရေးဆွဲတင်ပြရန်၊

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. IV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

(ဂ) ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေနှင့် စံသတ်မှတ်ချက်များ၊ EIA နှင့် EMP တို့တွင် ဖော်ပြပါရှိသည့် အချက်များအားလိုက်နာမည်ဖြစ်ကြောင်း စီမံကိန်းအဆိုပြုသူ၏ ကတိခံဝန်ချက်ကို EIA အစီရင်ခံစာတွင် ထည့်သွင်းဖော်ပြရန်၊

၂။ သို့ဖြစ်ပါ၍ Myanmar Japan Rice Industry Company Limited အနေဖြင့် အထက်ဖော်ပြပါ အကြောင်းအရာများကို လိုက်နာဆောင်ရွက်သွားမည် ဖြစ်ပါကြောင်း၊ ဆောင်ရွက်မည့်အစီအစဉ်များကို Myanmar Sustainable Development Engineering Services Co.,Ltd သို့အပ်နှံကာစနစ်တကျစီစဉ်ရေးဆွဲ လျက်ရှိကြောင်းနှင့် Final Report ပြီးစီးသည့်အချိန်တွင် ဆက်လက်တင်ပြအကြောင်းကြားပေးမည်ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

U Ye Min Aung

Managing Director

Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. IV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်တိုင်းဒေသကြီး။

စာအမှတ် ။ ။ MJRI/ PPM/ 2015(065)
နေ့စွဲ ။ ။ ၂၀၁၅ခုနှစ်၊ဖေဖော်ဝါရီလ၊(၁၇)ရက်

အကြောင်းအရာ။ ။ **စက်မှုဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်အပေါ် ပြန်ကြားခြင်းကိစ္စ။**
ရည်ညွှန်းချက်။ ။ စာအမှတ်၊ ရက- ၂/န-၁၁၄/၂၀၁၅ (၀၈၅)

၁။ စက်မှုဝန်ကြီးဌာန၏ သဘောထားပြန်ကြားချက်စာတွင် အောက်ဖော်ပြပါ အကြောင်းအရာ (၂)ခုအား ဆောင်ရွက်ရန်လိုမည် ဟူ၍ အကြံပြုလာပါသည်။

(က)လျှပ်စစ်သွယ်တန်းအသုံးပြုမှုနှင့်ဘွိုင်လာအသုံးပြုမှုများကိုလျှပ်စစ်ဥပဒေ၊ဘွိုင်လာဥပဒေတို့နှင့် အညီအသုံးမပြုမီ စစ်ဆေးဆောင်ရွက်ရန်၊

(ခ) ပုဂ္ဂလိကစက်မှုလုပ်ငန်းဥပဒေနှင့်အညီ စက်မှုမှတ်ပုံတင်ဆောင်ရွက်ရန်၊

၂။ Myanmar Japan Rice Industry Company Limited အနေဖြင့် အထက် ဖော်ပြပါအကြောင်းအရာ(၂)ခုအား လိုက်နာဆောင်ရွက်သွားမည်ဖြစ်ပါကြောင်း နှင့်ဆောင်ရွက်ထားရှိမှုကို ဆက်လက်တင်ပြ အကြောင်းကြားပေးမည် ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်တိုင်းဒေသကြီး။

နေ့စွဲ ။ ။ ၂၀၁၅ ခုနှစ်၊ ဇန်နဝါရီလ၊ (၁၃)ရက်။

အကြောင်းအရာ။ ။**PAT** သဘောထားမှတ်ချက်နှင့်အညီ ပြင်ဆင်ပေးပို့ခြင်း။

အထက်ပါအကြောင်းအရာနှင့် ပါတ်သက်၍ နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ ကျွန်တော်တို့၏ Myanmar Japan Rice Industry Company Limited သည် ရန်ကုန်တိုင်းဒေသကြီး ၊ ရန်ကုန် တောင်ပိုင်းခရိုင် ၊ တွံတေးမြို့နယ် ၊ ဘုရားငုတ္တို (မ) ကျေးရွာအုပ်စု ၊ ကွင်းအမှတ်–၁၂၂–စီ ၊ ကန်ပတ်ရိုးကွင်း၊ ဦးပိုင်အမှတ်–၁/၄ ရှိမြေဧရိယာ (၂၇. ၄၉) ဧက ကိုငှားရမ်း၍ ဆန်နှင့်ဆန်ထွက်ပစ္စည်းများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းအား မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ ဖက်စပ် ရင်းနှီးမြှုပ်နှံမှု ခွင့်ပြုမိန့်ကို လျှောက်ထားသော ကုမ္ပဏီ ဖြစ်ပါသည်။

Myanmar Japan Rice Industry Company Limited ၏ **PAT** သဘောထား

မှတ်ချက် နှင့်အညီပြင်ဆင်ပြီးသော စာရွက်စာတမ်းများအားပေးပို့အပ်ပါသည်။

လေးစားစွာဖြင့်

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

To
The Chairman
Myanmar Investment Commission
Yangon.

Dated: : 23 -12-2014

SUBJECT: : APPLICATION FOR ISSUE OF INVESTMENT PERMIT.

We have the honour to submit this application together with the Investment Proposal supported by a Draft Lease Agreement of land, project prefeasibility studies, projection papers and a set of Memorandum and Articles of Association of a Joint-Venture Company by the name of Myanmar Japan Rice Indusry Co.,Ltd which is temporarily formed under the Myanmar Companies Act.

The Company has projected the establishment of a pursuing business that ranges from product sales, worldwide logistics and financing, through to the development of major international infrastructure and other projects at Plot No.1/4, 122-C Kan Patt Yoe Kwin, Phayar Ngote (Ma) Village Group, Dala Road, Twante Township, Yangon, Republic of the Union of Myanmar as a whole measuring 27.49 acres.

We hereby tender this application for issue of a foreign investment permit in accordance with the provisions under Section 10 of the Republic of Union of Myanmar Foreign Investment Law. We shall dedicate our all-out efforts to fulfil the economic objectives of the Government of the Republic of Union of Myanmar by way of implementing our commitments without fail.

We would like to request to allow exemption of Commercial Tax with a view to be competitive in the international market and also kindly grant us the following exemptions or reliefs from taxations as the followings:

(a) Income-tax exemption for a period extending to five consecutive years, including the year of commencement on commercial scale to any business for of production of goods or services, moreover, in case where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) Exemptions or reliefs from income tax on profits of the business if they are maintained for reinvestment in a reserve fund and re-invested therein within 1 year after the reserve is made,

(c) Right to deduct depreciation from the profit, after computing as the rate of deducting depreciation stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in the business for the purpose of income tax assessment;

(d) If the goods producted by any manufacturing business are exported, relief from income tax up to 50 percent on the profits accured from the said export.

(e) Right to pay income tax on the income of foreigners at the rates applicable to the citizens residing within the Union.

(f) Right to deduct expenses form the assessable income,such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(g) Right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption or relief from income tax as contained in sub-section (a),for each business;

(h) Exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business,which are imported as they are actually required for use during the period of construction of business;

(i) Exemption or relief from Custom Duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(j) If the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use in the business expanded as such;

(k) Exemption or relief from commercial tax on the goods produced for export;

We also enclosed the following contents of the proposal for your kind reference:

1. Proposal of the Promoter,
2. A draft Lease Agreement,
3. A set of Memorandum and Articles of Association,
4. A Projection of Prefeasibility Studies,
5. Land Map, Location Plan and Building Design
6. Bank References of Share holders,
7. Performance Bank Guarantee (draft)

We shall be greatly obliged, if your highly esteemed Commission grant the investment permit at your earliest possible convenience so much so that our activities can commence as soon as possible.

Yours faithfully,

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

Dated: 23rd , December 2014

To

The Chairman
Myanmar Investment Commission
Yangon.

Subject: Submission of the Proposal to the Myanmar Investment Commission

Your Excellency,

1. Myanmar Japan Rice Industry Co., Ltd. (**"MJRI"**), a corporation in Myanmar which is wholly owned by Myanmar Agribusiness Public Corporation (**"MAPCO"**) and Mitsui & Co., Ltd. (**"Mitsui"**) (individually the **"Shareholder"** and collectively the **"Shareholders"**) as of 5 December, 2014, files this Proposal subject to the approvals from all Shareholders to further expand its business through:
   a) constructing the first integrated rice complex in a phased manner, which in the initial phase consists of rice milling facilities, dryer, warehouse and other related facilities such as water and wastewater treatment facility and biomass power generation facility(the **"Integrated Rice Complex"**) in Twante township, Yangon Region with 120,000 tons/year on paddy basis; the largest capacity in Myanmar as of the date of this Proposal;
   b) operating the Integrated Rice Complex combining each of the shareholders' respective technical, business, management and other know-how, experiences, expertise and skills; and
   c) producing and selling rice and its derived products within Myanmar and the overseas markets (from above a) to c) collectively the **"Project"**).

   The total investment amount required for the initial phase of the Project is anticipated to be approximately sixty (60) million United States Dollars and such amount is contributed by MAPCO and Mitsui by the currency of United States Dollars according to their shareholding ratio in MJRI: MAPCO holding fifty-one (51)% and Mitsui holding forty-nine (49)%. The said contribution is expected to be made in the form of equity, but may partially be made in the form of shareholder loan if it makes more commercial sense to both shareholders.

   Other businesses such as rice bran oil, other rice derived products as well as agricultural materials such as value-added fertilizer are planned in the 2nd or further phases subject to feasibility study and the approvals from all Shareholders and thus those are not included in our filing and application this time.

2. In relation to the Project, we further intend:

   a) providing the modern technology and systems to the construction and operation of the Project;
   b) enhancing secure raw materials procurement including paddy through the network of MAPCO, and further enhancing Myanmar rice export as well as marketing through the global trading channels of Mitsui;
   c) assisting the Yangon and Ayeyarwaddy Regions as well as the country of Myanmar, bringing forth professionals for technical assistance of rice cultivation and rice quality improvement, contributing to the development of the Myanmar rice industry; and
   d) bringing forth more employment to the Twante Township through this Project, both internal and external to the Integrated Rice Complex, and continuing to train each personnel on the job in whatever field each are exposed to.

3. Together with this Proposal we attach the following documents:

   a) proposal to make foreign investment in the Republic of the Union of Myanmar in the prescribed Form 1; and
   b) supporting documents to Form 1

   Please note that the some of the supporting documents mentioned above may refer matters or items beyond initial phase as those are not easily separable by nature, but it is the intention of the shareholders to apply for your approval only on the initial phase of the Project this time (the scope of the initial phase is detailed in the Form 1). Furthermore, please note that some of the matters or items stipulated in those documents may need to be adjusted as the project moves forward in order to ensure feasibility of the initial phase of the Project.

4. If you have any questions regarding our Proposal the following contacts would be pleased to assist you:

   Name: Ye Min Aung, Managing Director

   Address: Myanmar Agribusiness Public Corporation Limited

No.100, Wardan and Kannar Street, Beside of Concrete Express Way,
Warden Port Area, Seik Kan(Port) Township, Yangon Region,
Republic of Myanmar

Email: yma.mm.ygn@gmail.com

Telephone: +95-1-2301652~3

Name: Minoru Asano, Deputy General Manager, Food Resources Business Unit

Address: Mitsui & Co., Ltd.

3-1 Ohtemachi, 1-chome, Chiyoda-ku, Tokyo, Japan

Email: Mi.Asano@mitsui.com

Telephone: +81-3-3285-5665

Yours sincerely,

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co., Ltd.

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

23rd, December 2014

The Chairman
Myanmar Investment Commission
Yangon.

Subject : Undertaking of conducting and submitting Environmental and Social Impact Assessment

Your Excellency,

Myanmar Japan Rice Industries Co Ltd undertakes that it will conduct and submit Environmental and Social Impact Assessment additionally upon its completion.
Initial report and scoping proposal has been completed by Myanmar Sustainable Development Engineering Services Co., Ltd. (MSDES) prior to Environmental and Social impact assessment.

Yours sincerely,

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co., Ltd.

MJRI Myanmar Japan Rice Industry Co., Ltd.

No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

Dated: 23rd, December 2014

To

The Chairman
Myanmar Investment Commission
Yangon.

<u>Subject: Notification to inform MIC of the terms of future loans</u>

Your Excellency,

Myanmar Japan Rice Industry Company Limited might finance its project partially through debt in the future. Myanmar Japan Rice Industry Company Limited undertakes to submit the details of the offshore loan once it has been negotiated with the lender.

Yours sincerely,

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co., Ltd.

MJRI Myanmar Japan Rice Industry Co., Ltd.

No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

Dated: 23rd , December 2014

To

The Chairman
Myanmar Investment Commission

Yangon.

Subject: Employment opportunities

Your Excellency,

Myanmar Japan Rice Industry Co Ltd will be engaged in rice processing. We envisage that this project will provide significant employment opportunities for Myanmar citizens. For the initial investment in our project we estimate that we anticipate to employee 50 Myanmar citizens and 6 foreigners as per our initial business plan.

Not only will this project provide employment, but it will also enhance the capability of the workers to work in accordance with international best practice and have the skills to work on modern manufacturing processes.

It is the intention of Myanmar Japan Rice Industry Co Ltd to maximize employment for Myanmar citizens and to train such employees to eventually take over expatriate positions.

Yours sincerely,

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co., Ltd.

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

To

Chairman
Myanmar Investment Commission
Yangon.

Dated: : 23-12-2014

Subjec: :Submission of undertaking for payment of Income Tax

We, Myanmar Japan Rice Industry Co.,Ltd, incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a producing and selling and its derived products at Phayar Ngote To Village, and Kan Be Village, Twante, Dala Road, Twante Township, Yangon, Myanmar.

We, Myanmar Japan Rice Industry Co.,Ltd hereby undertake for payment of income tax by employees, receiving salary of more than Ks 2,000,000/- per year.

Yours faithfully,

U Ye Min Aung

Managing Director

Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

To

The Chairman
Myanmar Investment Commission
Yangon.

Dated: : 23rd , December , 2014

Subject: Arrangement for provision of Corporative Social Responsibility (CSR) Fund

1. We, Myanmar Japan Rice Industry Co.,Ltd, temporarily incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a producing and selling and its derived products at Phayar Ngote To Village, and Kan Be Village, Twante, Dala Road, Twante Township, Yangon, Myanmar.

2. We will make necessary arrangements to reserve 2% on Net Profit as CSR Fund and will contribute to the plans in watching of the task which will be the least of suffering from environmental and social affairs. The Funds will be allocated as mentioned below:-

- Capacity Building, Vocational Training Related to Rice Industry	50%
- Education & Health care Support to smallholder Farming Families in Twantay Area	50%

Yours faithfully,

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

To

Chairman
Myanmar Investment Commission
Yangon.

Dated: : 23-12-2014

Subject : : Submission of undertaking

We, Myanmar Japan Rice Industry Co.,Ltd, temporarily incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a producing and selling and its derived products at Phayar Ngote To Village, and Kan Be Village, Twante, Dala Road, Twante Township, Yangon, Myanmar.

We, Myanmar Japan Rice Industry Co.,Ltd hereby undertake that we will install diesel generating set for construction power and we will install rice husk based biomass power generation to obtain electricity. Therefore, electricity is independently available for our factory's consumption.

Yours faithfully,

U Ye Min Aung
Managing Director
Myanmar Japan Rice Industry Co.,Ltd

MJRI Myanmar Japan Rice Industry Co., Ltd.

No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

To

Chairman

Myanmar Investment Commission

Yangon.

Dated: : 23-12-2014

Subject: : Submission of undertaking for prevention of fire hazard

We, Myanmar Japan Rice Industry Co.,Ltd, incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a producing and selling and its derived products at Phayar Ngote To Village, and Kan Be Village, Twante, Dala Road, Twante Township, Yangon, Myanmar.

We, Myanmar Japan Rice Industry Co.,Ltd hereby undertake to make all necessary arrangements for prevention of fire hazard as follows :-

- Providing water buckets, fire hooks, sand bags, fire extinguishers and etc;
- Strict instructions about fire prevention were laid out to be followed by employees to prevent fire accident.
- To excercise emergency fire training to employees;
- Strictly prohibited smoking and making other electricity problems in the surrounding areas.
- The required Water Tank as prescribed by the Fire Department will be build accordingly;
- Fire House Reel and alarm bell are also placed at common lift lobby;
- Portable Fire extinguisher will be placed other than Fire House reel in recreation floor and car parking area;
- 2 Nos each of Fire Compartment, Fire Escape Staircase will be included in Construction Plan to be able to use easily to go up and down between Roof Top and Basement.

Yours faithfully,

U Ye Min Aung

Managing Director

Myanmar Japan Rice Industry Co.,Ltd

Myanmar Japan Rice Industry Co., Ltd.

No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

To

Chairman

Myanmar Investment Commission

Yangon.

Dated: : 23-12-2014

Subject: :Submission of welfare programme for employees

We, Myanmar Japan Rice Industry Co.,Ltd, incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a producing and selling and its derived products at Phayar Ngote To Village, and Kan Be Village, Twante, Dala Road, Twante Township, Yangon, Myanmar.

We, Myanmar Japan Rice Industry Co.,Ltd hereby submit that we have made all necessary arrangements of welfare programmes for employees as follows:-

1. Arrangement is made to be entitiled gratuity to punctual employees;
2. Arrangement is made to be entitled to overtime charges of double rate on their salary whenever employees need to work overtime. If overtime reaches until late in the night, necessary food will also be provided;
3. Rest room and first-aid box will be reserved for sick workers. If any accident happens, arrangement will be made to send the people hurt in accident to the Social Security Clinic soonafter the accident has happened.
4. Social Security contribution will be paid for both employers' side and employees' side.

Yours faithfully,

U Ye Min Aung

Managing Director

Myanmar Japan Rice Industry Co.,Ltd

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Proposal Form of Investor / Promoter for the investment in the Republic of the Union of Myanmar

To

Chairman

Myanmar Investment Commission

Reference No :

Date: : 23 . 12 . 2014

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars :-

1. The Investor's or Promoter's :-

(a)	Name	:	U Ye Min Aung
(b)	Father's Name	:	U Myint Lwin
(c)	ID No. / Passport No.	:	12/ Ta Ma Na (Naing) 094582
(d)	Citizenship	:	Myanmar
(e)	Address	:	
	(i) Address in Myanmar	:	No.17, Mya Khwar Nyo 1st Street, 7/West Ward, Tharketa Township, Yangon Region.
	(ii) Residence Abroad	:	-
(f)	Name of Principle Organization	:	Myanmar Agribusiness Public Corporation (MAPCO) Limited.
(g)	Type of Business	:	Agricultural Trading Business
(h)	Principle Company's Address	:	No.100, Warden and Kannar Street, Beside of Concrete Express Way, Warden Port Area, Seik Kan(Poret) Township, Yangon Region, Republic of Myanmar.

2. If the investment business is formed under Joint-Venture, partners':-

(a)	Name	:	Mr.Minoru Asano
(b)	Father's Name	:	Masaharu Asano
(c)	ID No. / Passport No.	:	PP.NO-TZ- 0594730
(d)	Citizenship	:	Japan
(e)	Address	:	
	(i) Address in Myanmar	:	-
	(ii) Residence abroad	:	Minamiaoyama 4-2-12-808, Minato-ku, Tokyo,Japan, Postal Code 107-0062.

(f) Principle Company	:	Mitsui & Co.,Ltd
(g) Type of Business	:	Importer, Exporter and distributor of board range of products and services having expertise in iron ore,iron & steel products,non-ferrous metal and products grains, electronics and information, machinery, chemicals, provisions, textiles, lumbers, energy and construction. International logistics and supply chain management.
(h) Principle Company's Address	:	1-3 Marunouchi, 1-Chome, Chiyoda-ku, Tokyo, Japan.

Remark: The following docunments need to attach according to the above paragraph (1) and (2):-

(1) Company Registration Certificate (Copy);
(2) National Identification Card (Copy) and passport (Copy)
(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment Business:-

(a) Manufacturing	:	"Production and Marketing of Rice and Rice Products"
(b) Services related with manufacturing	:	"Production and Marketing of Rice and Rice Products"
(c) Service	:	Offshore and domestic Trading of Rice products and rice derived products
(d) Others	:	-

Remark: To Submit the explanation of business relating to the above paragraph (3)

4. Type of business organization to be found:-

(a) One hundred percent	:	
(b) Joint Venture:-	:	Joint Venture Company
(i) Foreigner and Citizen	:	Myanmar Agribusiness Public Corporation (MAPCO) Limited 51% and Mitsui & Co.,Ltd 49%
(ii) Foreigner and Government	:	--
Department/Organization	:	--
(c) By Contract basis:-		
(i) Foreigner and Citizen	:	--
(ii) Foreigner and Government Department /Organization	:	--

Remark: The following information needs to attach for the above paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenship, addresses and occupations of the directors;

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii) Contract (Agreement) (Draft)

5. Particular relating to Company incorporation:-

(a)	Authorized Capital	:	US$ 60,000,000
(b)	Types of share	:	Ordinary shares of per share US$ 1/-
(c)	Number of shares	:	60,000,000 shares

Reamrk: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

Remark: It is arraging to increase authorised capital from US$ 500,000/- to US$ 60,000,000/-

6. Particulars relating to capital of the investment business

		US$ (in Million)
(a)	Amount / Percentage of Local capital to be contributed	30.6019
(b)	Amount / Percentage of Foreign capital to be brought in	29.3981
	Total	60.0000
(c)	(Annual/ period) of proposed capital to be contributed	within Two year after MIC permit
(d)	Last date of capital to be contributed	Within Two year after MIC approval
(e)	Proposed duration of Investment	30 years extendable ten years periods two times
(f)	Commencement date of Construction	Within 3 months after MIC Permit and signing EPC Contract
(g)	Construction Period	Within 24 Months

Remark: Describe with annexure if it is required relating to the above Para 6 (c),

7. Detail list of foreign capital to be brought in:-

		Foreign Currency (US Dollar in Million)
(a)	Foreign Currency (Type of Currency and Amount)	0.1500
(b)	Value of Machinery and equipment (to enclose detail list)	14.5493
(c)	Value of initial Raw Materials and Other Materials (to enclose detail list)	
(d)	Value of License, Intellectual Property, Industrial Design, Trade Mark, Patent, etc	
(e)	Value of Technical Know-how	
(f)	Other equipment	
(g)	Furniture	0.0149
(h)	Building	14.6838
	Total	**29.3981**

8. Details of local capital to be contributed:-

	(US Dollar in Million)
(a) Amount	0.1600
(b) Value of Machinery and equipment (to enclose detail list)	15.1432
(c) Building	15.2832
(d) Cost of building construction	-
(e) Value of Furniture and Assets (to enclose detail list)	0.0156
(f) Value of initial Raw Material (to enclose detail list)	
(g) Others	
Total	**30.6019**

Remark : Exchange Rate 1US$ = Ks 1000/-

9. Particulars about the investment business:-

(a) Investment Place/Location(s) — Plot No.1/4, 122-C Kan Patt Yoe Kwin, Phayar Ngote (Ma) Village Group, Dala Road, Twante Township, Yangon, Republic of the Union of Myanmar.

(b) Type and area requirement for Land or — 27.49 acres (111,248.18 Square meters)

(i) Location — Plot No.1/4, 122-C Kan Patt Yoe Kwin, Phayar Ngote (Ma) Village Group, Dala Road, Twante Township, Yangon, Republic of the Union of Myanmar.

(ii) Number of land/building area — 27.49 Acres (111,248.18 Square meters)

(iii) Owner of the Land.

(aa) Name/Company/Department — Myanmar Agribusiness Public Corporation (MAPCO) Limitedd

(bb) National Registration Card No. — -

(cc) Address — No.100, Warden and Kannar Street, Beside of Concrete Express Way, Warden Port Area, Seik Kan (Poret) Township, Yangon Region, Republic of Myanmar.

(iv) Type of Land — -

(v) Period of Land lease contract — 30 years extendable ten years periods two times

(vi) Lease Period — 30 years From 2014 to 2044

(vii) Lease Rate — US$ 50,000/- per year (US$ 0.449446 per square meter per year)

(aa) Land

(bb) Building

(viii) Ward

(ix) Township.

(x) State/Region.

(xi) Lessee..

(aa)	Name/Name of Company/ Department	Myanmar Japan Rice Industry Co.,Ltd
(bb)	Father's Name	
(cc)	Citizenship	
(dd)	Passport No.	
(ee)	Address	

Remark: following particulars shall be submitted relating to above para 9 (b),

(i) to submit land ownership, ownership evidences and land map;

(ii) to submit land lease (Draft) agreement and to submit recommendation of the Union Attorney General Office if the land is related to the Union;

(c) Requirement of building to be constructed;

(i) Type / Number of building ....

(ii) Area 27.49 Acres (111,248.18 Square meters)

(d) Product to be produced/Service ....

(1) Name of Product ....

(2) Estimate amount to be produced annually Shown in schedule

(3) Type of service ....

(4) Estimate value of annual Service ....

Remark: Detail list shall be enclosed relating to the above para 9 (d),

(e) Annual requirement of materials / raw materials — Shown in schedule

Remark: Relating to the above Para 9 (e) detail list of products in terms of type of products, Volume, value, technical specification for the production shall be listed and enclosed.

(f) Production System — Rice milling facility, Dryer, Warehouse and their related facilities such as Water and wastewater treatment facility, Biomass power generation facility in the initial phase.Other rice products facilities for such as Parboiled rice, Rice derived products facilities for such as Rice barn oil and other facilities for Agricultural materials

(g) Technical know-how — Rice milling, some parts of other rice products and rice derived products processing in the initial phase. Parboiling and other parts of other rice products and rice derived products in the 2nd or further phases

(h) Sales System — Export Sale 60%
Local Sale 40%

(i) Annual Fuel Requirement (to prescribe type and quantity) — 79,500 Gal

(j) Annual Electricity Requirement — 250000 Unit

(k) Annual Water Requirement (to prescribe daily requirement, if any)

10. Detail information relating to financial standing:-

(a) Name/company's name — Myanmar Agribusiness Public Company (MAPCO) Limited

(b) National Registration No./ Passport No. — 134/2012

(c) Bank Account No. — Myanmar Apex Bank 02 003 03 000048096

Remark: To enclose bank recommendation from resident country or annual audit report of the principle company relating to the above Para 10.

11. List of employment to be required in the investment business:-
    - (a) Employment from Local (50) numbers
    - (b) Required Technicians and Executives from abroad (6) numbers
      (To express required period based on the nature of business such as Engineer,QC, Buyer, Management, etc.)

Remark: The following particulars shall be enclosed relating to the above Para 11:-
- (i) Number of Employee, designation, salary, etc;
- (ii) Plan for Social security and welfare of staff/labour;
- (iii) Family accompany with foreign employee;

12. Particulars relating to economic justification:- (In Million)

		Foreign Currency	Equivalent Estimated Kyat
(a)	Annual income	Shown in schedule -	
(b)	Annual expenditure	Shown in schedule -	
(c)	Annual net profit	Shown in schedule -	
(d)	Yearly investment	Shown in schedule -	
(e)	Recoupment Period	5 Years & 9 Months	
(f)	Other benefits (to enclose detail calculation)	....	....

13. Evaluation of environmental impact;-
    - (a) Organization for evaluation of enviromental impact;
    - (b) Period of the evaluation for enviromental impact;
    - (c) Compensation programme for enviromental impact (environmental draft law);
    - (d) Water purification system and waste water treatment system;
    - (e) Garbage management system;
    - (f) System for storage of chemicals;

14. Evaluation on Socio-economic assessments;
    - (a) Organization for evaluation on socio-economic assessments;
    - (b) Period of the evaluation on socio-economic assessments;
    - (c) Number of volunteers (Corporate Social Responsibility) programme;

15. The above mentioned particulars and documents enclosed herewith this application are ture and correct as per my understanding, checked by myself and submitted with signed hereunder.

Signature :
Name : U Ye Min Aung
Designation : Managing Director
Company Name: Myanmar Japan Rice Industry Co.,Ltd

MYANMAR JAPAN RICE INDUSTRY CO., LTD
LIST OF DIRECTORS

Schedule - 1

Sr. No.	Name	Nationality/ P.P. No.	Occupation	No of shares Ratio	Address
A	Myanmar Agribusiness Public Corporation (Mapco) Limited (Represented By)				
1	U Chit Khine	Myanmar 12/Ah Sa Na (Naing) 078263	Chairman	51%	No.(100/F),Inya Road,(9) Ward, Kamayut Township, Yangon.
2	U Ye Min Aung	Myanmar 12/Ta Ma Na (Naing) 094582	Managing Director		No.(17),Mya Khwar Nyo 1st Street, 7/West Ward, Tharketa Township,Yangon.
3	U Tin Maung Hlaing	Myanmar 12/Sa Kha Na (Naing) 057982	Director		No.(7/2),Saw Mahar Street,Bo Cho Ward No.(2),Bahan Township, Yangon.
B	Mitsui & Co.,Ltd (Represented By)			49%	
1	Mr.Minoru Asano	Japanese PP.NO-TZ 0594730	Director		Minamlaoyama 4-2-12-808, Minato-Ku, Tokyo, Japan, Postal Code:107-0062.
2	Mr.Noboru Nagasawa	Japanese PP.NO-TZ 0783911	Director		Hikarigaoka 6-1-2-102, Nerima-Ku,Tokyo Japan.

MYANMAR JAPAN RICE INDUSTRY CO., LTD

EMPLOYEE LIST

Schedule - 2

	Numbers
Director	1
Officer	1
Officer	1
Manager (Sale & Marketing)	1
Ass: Manager (Sale & Marketing)	1
Secondee (Sale & Marketing)	1
	6
Local Person	**Numbers**
General Manager	1
Manager(Admin)	1
Assistant Manager(Adm)	1
Finance Manager	1
Assistant Manager(A/C)	1
Admin & Finance staffs	6
Merchandise	
Manager(Sale & Marketing)	1
Manager(Purchasing)	1
Ass: Manager(Sale & Marketing)	1
Ass: Manager(Purchasing)	1
Production	
Supervisor	1
Stock master(Paddy,Rice)	3
Assis: Engineer	2
Head Operator	1
Operator	5
Driver	7
Security	5
Power Generation	2
Supervising Engineer	1
Head Operator	2
Operator	4
Electrician	2
	50
	56

MYANMAR JAPAN RICE INDUSTRY CO.,LTD
Summary of Import Machine List

Sr No	Description	AU	Qty	Total Amount(USD)
1	Ship unloading equipment (50t/h)	LOT	1	2,875,500.00
2	Truck unloading equipment	Nos	2	205,000.00
3	Paddy pre-cleaning section(50t/h)	LOT	1	367,000.00
4	Paddy drying section(6 units x 50t/batch)	LOT	1	1,627,253.00
5	Final paddy cleaning house (50t/hr)	LOT	1	367,000.00
6	Paddy silos(14 units x 1000 t)	LOT	1	3,711,435.00
7	White Rice Mill (10 t/hr)	LOT	1	2,913,000.00
8	Parboiled Rice Mill (10 t/hr)	LOT	1	3,267,000.00
9	Husk Unloading equipment	LOT	1	300,000.00
10	Clean paddy buffer bin	LOT	1	100,000.00
11	White rice storage	LOT	1	368,000.00
12	Parboiled rice storage	LOT	1	127,000.00
13	Truct scale	LOT	1	205,000.00
14	Husk Furnace System	LOT	1	222,000.00
15	Water Treatment Unit	LOT	1	2,337,300.00
16	Power Plant (BOILER,STEAM TURBINE,GENERATOR)	LOT	1	10,000,000.00
17	Conveying System	LOT	1	300,000.00
18	Seed Processing System	LOT	1	200,000.00
19	Fork Lift	LOT	1	100,000.00
20	Backhoe loader	LOT	1	50,000.00
21	Dozer	LOT	1	50,000.00
	GRAND TOTAL			29,692,488.00
			USD ML	29.6925

MYANMAR JAPAN RICE INDUSTRY CO.,LTD

IMPORTED MACHANERIES LISTS FOR IRCP TWANTAY (FIRST PHASE)

Schedule 3(A)

Sr No	Description		Capacity	Qty	Total price in US $
1	**Ship unloading equipment (50t/h)**				2,875,500
1.1	Ship unloading equipment (Complete)		50t/hr	1 set	
1.2	Inclined belt conveyor (suitable length)		50t/hr	8 set	
1.3	Flow control hopper for autoweigher		suitable	1 set	
1.4	Raw paddy weigher (Auto)		50t/hr	1 set	
1.5	Bucket elevator		50t/hr	2 set	
1.6	air jet filter			1 set	
1.7	Control cabinet			1 set	
1.8	Cable			1 set	
1.9	Platform & support frames			1 set	
1.10	spout , etc			1 set	
1.11	air compressor			1 set	
1.12	cyclone			1 set	
1.13	Jetty			2 set	
2	**Truck unloading equipment**				205,000
2.1	Truck weigher with monitoring system		80 t	1 set	
2.2	Truck unloading platform		80 t	2 set	
2.3	Receiving hopper		0.9 t	12 sets	
2.4	Manual slide gate			12 sets	
2.5	Belt conveyor (suitable length)		30t/hr	3 sets	
2.6	Bucket elevator		30t/hr	3 sets	
2.7	Receiving bin			3 sets	
2.8	Drag chain conveyor under receiving bins		30t/hr	3 sets	
2.9	Bucket elevator		30t/hr	3 sets	
2.10	Suction fan for truck unloading			1 set	
2.11	Air jet filter			1 set	
2.12	Air Lock			2 sets	
2.13	Cyclone			1 set	
2.14	Control cabinet		Complete	1 lot	
2.15	Cable		Complete	1 lot	
2.16	Elevator's platform		Complete	1 lot	
2.17	support conveyer		Complete	1 lot	
2.18	spout , etc		Complete	1 lot	
3	**Paddy pre-cleaning section(50t/h)**				367,000
3.1	Magnetic separator			2 sets	
3.2	Flow control hopper above cleaners		suitable	2 sets	
3.3	Paddy pre cleaner		25t/hr	2 sets	
3.4	Bucket elevator		30t/hr	4 sets	
3.5	Buffer silo (hopper bottom)		250t	2 sets	
3.6	Electric shutter gate		50t/hr	2 sets	
3.7	Belt conveyor (suitable length)		50t/hr	3 sets	
3.8	Bucket elevator for weigher		50t/hr	3 sets	
3.9	Flow control hopper for weigher		suitable	3 sets	
3.10	Semi clean wet paddy weigher		50t/hr	2 set	
3.11	Bucket elevator		50t/hr	4 sets	
3.12	Suction Fan for cleaning section			1 set	

3.13	Cyclone			1 set	
3.14	Air Lock			1 set	
3.15	Air jet filter			1 set	
3.16	Support frame for Elev:,Cleaner, etc.		Complete	1 lot	
3.17	Control cabinet		Complete	1 lot	
3.18	Cables		Complete	1 lot	
4	**<u>Paddy drying section(6 units x 50t/batch)</u>**				**1,627,253**
4.1	Two way change valve			1 set	
4.2	Drag chain conveyor			1 set	
4.3	Electric opening gate			5 sets	
4.4	Dryers			6 sets	
4.5	Belt conveyor			3 sets	
4.6	Drag chain conveyor to dry paddy weigher		50t/hr	3 sets	
4.7	Husk bin			1 set	
4.8	Opening gate			1 set	
4.9	Bucket elevator			3 sets	
4.10	Compressor and air system			1 set	
4.11	Husk furnace			1 set	
4.12	Hot air duct & accessories			1 lot	
4.13	Control system		Complete	1 lot	
4.14	Cable		Complete	1 lot	
4.15	Spout , etc		Complete	1 lot	
5	**<u>Final paddy cleaning house (50t/hr)</u>**				367,000
5.1	Hopper			2 sets	
5.2	Dry paddy weigher			2 sets	
5.3	Bucket elevator		?	3 sets	
5.4	Receiving hopper for drag chain conveyor		suitable	3 sets	
5.5	Drag chain conveyor to cleaners		50t/hr	3 sets	
5.6	Flow control hoppers for cleaners		suitable	4 sets	
5.7	Paddy cleaner (Air & screen)		15t/h	4 sets	
5.8	Belt conveyor (suitable length)		50t/hr	4 sets	
5.9	Bucket elevator		50t/hr	4 sets	
5.10	Flow control hoppers for weigher		50t/hr	4 sets	
5.11	Cleaned dry paddy weigher		50t/hr	4 sets	
5.12	Bucket elevator		50t/hr	4 sets	
5.13	Drag chain conveyor (suitable length)		50t/hr	4 sets	
5.14	Suction Fan		suitable	1 set	
5.15	Cyclone		suitable	1 set	
5.16	Air Lock		suitable	1 set	
5.17	Air jet filter		suitable	1 set	
5.18	Support frame for Elev:,Cleaner, etc.		Complete	1 lot	
5.19	Control cabinet		Complete	1 lot	
5.20	Cables		Complete	1 lot	
6	**Paddy silos(14 units x 1000 t)**				3,711,435
6.1	Bucket elevator		50t/hr	4 sets	
6.2	Two way change valve		50t/hr	4 sets	
6.3	Drag chain conveyor		50t/hr	4 sets	
6.4	Electric opening gates		50t/hr	12 sets	
6.5	Silos with heat insulation		1000 t	14 sets	
6.6	Electric opening gates		50t/hr	14 sets	
6.7	Vibration discharge		50t/hr	14 sets	
6.8	Belt conveyor		50t/hr	4 sets	

6.9	Two way change valve		50t/hr	4 sets	
6.10	Belt conveyor (over head)		15t/hr	4 sets	
6.11	Control cabinet		suitable	1set	
6.12	PLC system		suitable	1 lot	
6.13	Cable		Complete	1 lot	
6.14	Electric hoist		Complete	2 sets	
6.15	spout , etc		Complete	1 lot	
6.16	Support frame and tower, etc		Complete	1 lot	
6.17	Air compressor and air system			1 set	
7	**White Rice Mill (10 t/hr)**				2,913,000
7.1	Receiving hopper		suitable	2 sets	
7.2	Bucket elevator		12.5t/hr	2 sets	
7.3	Flow control hopper			2 sets	
7.4	Paddy weighing machine		12.5t/hr	2 sets	
7.5	Cleaning Machine		12.5t/hr	2 sets	
7.6	Destoner		12.5t/hr	2 sets	
7.7	Two way change valve			2 sets	
7.8	Magnetic separator			2 sets	
7.9	Flow control hopper			2 sets	
7.10	Rice huller/husker (with husk separater)		7t/hr	4 sets	
7.11	Bucket elevator		12.5t/hr	4 sets	
7.12	Flow control hopper			2 sets	
7.13	Paddy separator		12.5t/hr	2 sets	
7.14	Thicknees Saparator		10t/hr	2 sets	
7.15	Suction fan for dust			1 set	
7.16	Air jet filter			1 set	
7.17	Cyclone			1 set	
7.18	Air lock			2 sets	
7.19	Suction fan for Destoner			2 sets	
7.20	Air jet filter			1 set	
7.21	Cyclone			1 set	
7.22	Air lock			2 sets	
7.23	Fan for husk aspiration			1 set	
7.24	Air jet filter			1 set	
7.25	Cyclone			2 sets	
7.26	Air lock			2 sets	
7.27	Fan for husk conveying			1 set	
7.28	Brown rice bin		50 T	2 sets	
7.29	Electric opening gate			2 sets	
7.30	Belt conveyor		?	2 sets	
7.31	Bucket elevator		10t/hr	4 sets	
7.32	rice weighing machine		10t/hr	6 sets	
7.33	Bucket elevator		10t/hr	6 sets	
7.34	Magnetic separator		WMS 502	6 sets	
7.35	Flow control hopper			6 sets	
7.36	Rice milling machine		5 t/hr	4 sets	
7.37	Bucket elevator		10t/hr	4 sets	
7.38	Magnetic separator			4 sets	
7.39	Flow control hopper		?	4 sets	
7.40	Rice milling machine		5 t/hr	4 sets	
7.41	Bucket elevator		10t/hr	4 sets	
7.42	Bran and broken separator		?	2 sets	

7.43	Cyclone		?	2 sets	
7.44	Fan for Red bran aspiration		?	2 sets	
7.45	Air jet filter		?	2 sets	
7.46	Air lock		?	2 sets	
7.47	Rice Rotary sifter		10t/hr	2 sets	
7.48	Collecting box			2 sets	
7.49	Bucket elevator		10t/hr	2 sets	
7.50	Magnetic separator			2 sets	
7.51	Flow control hopper			2 sets	
7.52	Rice polishing machine		5 t/hr	4 sets	
7.53	Bucket elevator		10t/hr	4 sets	
7.54	Fan for bran pwdr aspiration			2 sets	
7.55	Air jet filter			2 sets	
7.56	Cyclone			2 sets	
7.57	Air lock			2 sets	
7.58	Magnetic separator			2 sets	
7.59	Flow control hopper			4 sets	
7.60	Rice polishing machine		5 t/hr	4 sets	
7.61	Bucket elevator		10t/hr	4 sets	
7.62	Fan for bran pwdr aspiration			2 sets	
7.63	Air jet filter			2 sets	
7.64	Cyclone			2 sets	
7.65	Air lock			2 sets	
7.66	Fan for Others			2 sets	
7.67	Air jet filter			2 sets	
7.68	Cyclone			2 sets	
7.69	Air lock			2 sets	
7.70	Rice Rotary sifter		10t/hr	2 sets	
7.71	Collecting box for small broken			2 sets	
7.72	Belt conveyor for head rice		9t/hr	2 sets	
7.73	Belt conveyor for big broken		5t/hr	2 sets	
7.74	Belt conveyor for big broken		5t/hr	2 sets	
7.75	Bucket elevator for HR & Extra		10t/hr	2 sets	
7.76	Flow control hopper for Length grader			2 sets	
7.77	Rice Length grader		3.5t/hr	4 sets	
7.78	Belt conveyor for Extra broken		5t/hr	2 sets	
7.79	Belt conveyor for Extra broken		5t/hr	2 sets	
7.80	Bucket elevator for head rice		10t/hr	2 sets	
7.81	Flow control hopper for Color Sorter(Yellow)			2 sets	
7.82	Color sorter (Head rice - 1)		9t/hr	2 sets	
7.83	Collecting box for reject yellow rice			2 sets	
7.84	Bucket elevator for recycle yellow rice		7t/hr	2 sets	
7.85	Bucket elevator for cleaned yellow rice		10t/hr	2 sets	
7.86	Flow control hopper for Color Sorter(Chalky)			2 sets	
7.87	Color sorter (Head rice - 2)		9t/hr	2 sets	
7.88	Collecting box for reject chalky rice			2 sets	
7.89	Bucket elevator for recycle chalky rice		7t/hr	2 sets	
7.90	Bucket elevator for cleaned chalky rice		10t/hr	2 sets	
7.91	Bucket elevator for big broken		7t/hr	2 sets	
7.92	Flow control hopper for Color Sorter(broken)Y			2 sets	
7.93	Color sorter (Big broken)yellow sorting		5t/hr	2 sets	
7.94	Collecting box for reject yellow broken			2 sets	

7.95	Bucket elevator for recycle yellow broken		3t/hr	2 sets	
7.96	Bucket elevator for cleaned yellow broken		5t/hr	2 sets	
7.97	Flow control hopper for Color Sorter(broken)ch			2 sets	
7.98	Color sorter (Big broken) chalky sorting		5t/hr	2 sets	
7.99	Collecting box for reject chalky broken			2 sets	
7.100	Bucket elevator for recycle chalky broken		3t/hr	2 sets	
7.101	Bucket elevator for cleaned chalky broken		5t/hr	2 sets	
7.102	Bucket elevator for broken		3t/hr	2 sets	
7.103	Flow control hopper for Color Sorter(broken)ch			2 sets	
7.104	Color sorter (Broken)yellow sorting		3t/hr	2 sets	
7.105	Collecting box for reject yellow broken			2 sets	
7.106	Bucket elevator for recycle yellow broken		3t/hr	2 sets	
7.107	Bucket elevator for cleaned yellow broken		3t/hr	2 sets	
7.108	Flow control hopper for Color Sorter(broken)ch			2 sets	
7.109	Color sorter (broken) chalky sorting		3t/hr	2 sets	
7.110	Collecting box for reject chalky broken			2 sets	
7.111	Bucket elevator for recycle chalky broken		3t/hr	2 sets	
7.112	Bucket elevator for cleaned chalky broken		3t/hr	2 sets	
7.113	Blending rice bin (90t, 45t, 30t)		164 T	2 sets	
7.114	Opening gate			3 sets	
7.115	Doser		3t/hr	1 set	
7.116	Doser		3t/hr	1 set	
7.117	Doser		10t/hr	1 set	
7.118	Belt conveyor for blended rice		10t/hr	2 sets	
7.119	Bucket elevator for blended rice		10t/hr	2 sets	
7.120	Drag chain conveyor		10t/hr	2 sets	
7.121	Rice bin		10 T	6 sets	
7.122	Semi-Auto packing machine (10 - 50kg)			2 sets	
7.123	Semi-Auto packing machine (2 - 10kg)			4 sets	
7.124	PLC system & Control,power cable			1 set	
7.125	Air compressor and air system			4 sets	
8	**Parboiled Rice Mill (10 t/hr)**				3,267,000
8.1	Receiving hopper		suitable	2 sets	
8.2	Bucket elevator		12.5t/hr	2 sets	
8.4	Flow control hopper			2 sets	
8.5	Paddy weighing machine		12.5t/hr	2 sets	
8.6	Cleaning Machine		12.5t/hr	2 sets	
8.7	Destoner		12.5t/hr	2 sets	
8.8	Two way change valve			2 sets	
8.9	Magnetic separator			2 sets	
8.10	Flow control hopper			2 sets	
8.11	Rice huller/husker (with husk separater)		7t/hr	4 sets	
8.12	Bucket elevator		12.5t/hr	4 sets	
8.12.1	Flow control hopper			4 sets	
8.13	Paddy separator		12.5t/hr	2 sets	
8.14	Thicknees Saparator		10t/hr	2 sets	
8.15	Suction fan for Dust			1 set	
8.16	Air jet filter			1 set	
8.17	Cyclone			1 set	
8.18	Air lock			2 sets	
8.19	Suction fan for Destoner			2 sets	
8.20	Air jet filter			1 set	

8.21	Cyclone			1 set	
8.22	Air lock			2 sets	
8.23	Suction fan for husk aspiration system			1 set	
8.24	Air jet filter			1 set	
8.25	Cyclone			2 sets	
8.26	Air lock			2 sets	
8.27	Suction fan for husk conveying system			1 set	
8.28	Brown rice bin		50 T	1 set	
8.29	Electric opening gate			4 sets	
8.30	Belt conveyor			4 sets	
8.31	Bucket elevator		10t/hr	4 sets	
8.32	rice weighing machine		10t/hr	6 sets	
8.33	Bucket elevator		10t/hr	4 sets	
8.34	Magnetic separator		WMS 502	4 sets	
8.35	Flow control hopper			4 sets	
8.36	Rice milling machine		5 t/hr	4 sets	
8.37	Bucket elevator		10t/hr	4 sets	
8.38	Magnetic separator			4 sets	
8.39	Flow control hopper			4 sets	
8.40	Rice milling machine		5 t/hr	4 sets	
8.41	Bucket elevator		10t/hr	4 sets	
8.42	Magnetic separator			4 sets	
8.43	Flow control hopper			4 sets	
8.44	Rice milling machine		5 t/hr	4 sets	
8.45	Bucket elevator		10t/hr	4 sets	
8.46	Magnetic separator			4 sets	
8.47	Flow control hopper			4 sets	
8.48	Rice milling machine		5 t/hr	4 sets	
8.49	Bucket elevator		10t/hr	4 sets	
8.50	Suction fan for Red bran aspiration system		?	2 sets	
8.10	Air jet filter		?	2 sets	
8.52	Cyclone		?	2 sets	
8.53	Air lock		?	2 sets	
8.54	Bran and broken separator		?	2 sets	
8.55	Suction fan for Red bran aspiration system		?	2 sets	
8.56	Air jet filter		?	2 sets	
8.57	Cyclone		?	2 sets	
8.58	Air lock		?	2 sets	
8.59	Bran and broken separator		?	2 sets	
8.60	Rice Rotary sifter		10t/hr	2 sets	
8.61	Collecting box (Small broken)			2 sets	
8.62	Bucket elevator		10t/hr	2 sets	
8.63	Magnetic separator			2 sets	
8.64	Flow control hopper			2 sets	
8.65	Rice polishing machine		5 t/hr	4 sets	
8.66	Suction fan for bran powder aspiration system			2 sets	
8.67	Air jet filter			2 sets	
8.68	Cyclone			2 sets	
8.69	Air lock			2 sets	
8.70	Bucket elevator		10t/hr	2 sets	
8.71	Magnetic separator			2 sets	
8.72	Flow control hopper			2 sets	

8.73	Rice polishing machine		5 t/hr	4 sets	
8.74	Bucket elevator		10t/hr	4 sets	
8.75	Suction fan for bran powder aspiration system			2 sets	
8.76	Air jet filter			2 sets	
8.77	Cyclone			2 sets	
8.78	Air lock			2 sets	
8.75	Suction fan for Others			2 sets	
8.76	Air jet filter			2 sets	
8.77	Cyclone			2 sets	
8.78	Air lock			2 sets	
8.79	Rotary sifter		10t/hr	2 sets	
8.80	Collecting box for small broken			2 sets	
8.81	Belt conveyor for head rice		9t/hr	2 sets	
8.82	Belt conveyor for big broken		5t/hr	2 sets	
8.83	Belt conveyor for big broken		5t/hr	2 sets	
8.84	Bucket elevator for HR & Extra		10t/hr	2 sets	
8.85	Flow control hopper for Length grader			2 sets	
8.86	Rice Length grader		3.5t/hr	4 sets	
8.87	Belt conveyor for Extra broken		5t/hr	4 sets	
8.88	Belt conveyor for Extra broken		5t/hr	4 sets	
8.89	Bucket elevator for head rice		10t/hr	4 sets	
8.90	Flow control hopper for Color Sorter(Yellow)			4 sets	
8.91	Color sorter (Head rice - 1)		10t/hr	2 sets	
8.92	Collecting box for reject yellow rice			2 sets	
8.93	Bucket elevator for recycle yellow rice		10t/hr	2 sets	
8.94	Bucket elevator for cleaned yellow rice		10t/hr	2 sets	
8.95	Flow control hopper for Color Sorter(Chalky)			2 sets	
8.96	Color sorter (Head rice - 2)		9t/hr	2 sets	
8.97	Collecting box for reject chalky rice			2 sets	
8.98	Bucket elevator for recycle chalky rice		10t/hr	2 sets	
8.99	Bucket elevator for cleaned chalky rice		10t/hr	2 sets	
8.100	Bucket elevator for big broken		5t/hr	2 sets	
8.101	Bucket elevator for Extra broken		5t/hr	2 sets	
8.102	Flow control hopper for Sorter(Extra broken)Y			2 sets	
8.103	Color sorter (Extra broken)yellow sorting		5t/hr	2 sets	
8.104	Collecting box for reject yellow Extra broken			2 sets	
8.105	Bucket elevator for recycle yellow Extra broken		5t/hr	2 sets	
8.106	Bucket elevator for cleaned yellow Extra broken		5t/hr	2 sets	
8.107	Flow control hopper for Color Sorter(big broken)ch			2 sets	
8.108	Color sorter (Big broken) chalky sorting		5t/hr	2 sets	
8.109	Collecting box for reject chalky big broken			2 sets	
8.110	Bucket elevator for recycle chalky big broken		5t/hr	2 sets	
8.111	Bucket elevator for cleaned chalky big broken		5t/hr	2 sets	
8.112	Blending rice bin (90t, 45t, 30t)		164 T	2 sets	
8.113	Opening gate			3 sets	
8.114	Doser		3t/hr	1 set	
8.115	Doser		3t/hr	1 set	
8.116	Doser		10t/hr	1 set	
8.117	Belt conveyor for blended rice		10t/hr	2 sets	
8.118	Belt conveyor for blended rice		10t/hr	2sets	
8.119	Bucket elevator for blended rice		10t/hr	2sets	
8.119	Drag chain conveyor		10t/hr	2sets	

8.120	Rice bin		10 T	6 sets	
8.121	Opening gate			2 sets	
8.122	Semi-Auto packing machine (10 - 50kg)			4 sets	
8.123	Fork lift			2 sets	
8.124	PLC & Control Cabinet,power & control cable			1 set	
8.125	Air compressor and air system			4 sets	
9	**Husk Unloading equipment**				300,000
9.1	Penumatic unloader		15t/hr	1set	
9.2	Blower for husk conveying			1 set	
9.3	Husk pipe line			1 set	
9.4	Support frame etc			1 set	
9.5	Control cabinet			1 set	
9.6	Cables			1 set	
10	**Clean paddy buffer bin**				100,000
10.1	Bin		250t	2sets	
10.2	conveying system		50t	2sets	
10.3	elevator		50t	2sets	
10.4	controlcabinet			1set	
11	**White rice storage**				368,000
11.1	semi-autopacking machine			4 sets	
11.2	Vaccum autopacking machine			4sets	
11.3	Pipe connection for Nitrogen to packing			4sets	
11.4	forck lift		10 tons	4sets	
11.5	portable belt conveyor		20 ton	4sets	
11.6	lab instrument			2sets	
12	**Parboiled rice storage**				127,000
12.1	semi-autopacking machine			4sets	
12.2	Vaccum autopacking machine			4sets	
12.3	Pipe connecting for Nitrogen to packing			4sets	
12.4	forck lift		10ton	4sets	
12.5	portable belt conveyor		20t0n	4sets	
12.6	lab instrument			2sets	
13	**Truct scale**				
13.1	truck scale		80ton	2sets	205,000
14	**Husk Furnace System**				222,000
14.1	Husk Furnace System			1set	
14.2	Husk Bin For Furnace			1set	
14.3	Husk Convetor			4set	
14.4	Husk Ash Bin			1set	
14.5	Control System			1lot	
14.6	Power Cable, Control Cable			1lot	
14.7	Equipment Support			1lot	
14.8	Pipe, Flange, Fitting , Valve			1lot	
14.9	Spout, Chute, Duct, Ete.			1lot	
14.10	Spare Parts			1lot	
14.11	Tools			1lot	
15	**Water Treatment Unit**				2,337,300
15.1	Static Mixer			1set	
15.2	Centrifugal Pump			2set	
15.3	Centrifugal Pump			2set	
15.4	Centrifier			1set	
15.5	Centrifier Scrapper and Rake			1set	

15.6	Diaphragm Pump			2set	
15.7	Thickener Tank			1set	
15.8	Thickener Scrapper and Rake			1set	
15.9	Diaphragm Pump			2set	
15.10	Filter Press			1set	
15.11	Centrifugal Pump			2set	
15.12	Ultra Filtration Membrane			1lot	
15.13	Automatic Polymer Mihing Preparation			1set	
15.14	Diaphragm Pump			6set	
15.15	Tank			1set	
15.16	Diaphragm Pump			2set	
15.17	Tank			1set	
15.18	Diaphragm Pump			2set	
15.19	Tank			1set	
15.20	Diaphragm Pump			1set	
15.21	Centrifugal Pump			3set	
15.22	Diaphragm Pump			2set	
15.23	Softener Tank			3set	
15.24	Tank			1set	
15.25	Centrifugal Pump			2set	
15.26	Tank			1set	
15.27	Centrifugal Pump			2set	
15.28	Centrifugal Pump			2set	
15.29	Tank			1set	
15.30	Diaphragm Pump			2set	
15.31	Tank			1set	
15.32	Centrifugal Pump			2set	
15.33	Cartridge filter (5 Milcron Filter)			3set	
15.34	Centrifugal Pump			2set	
15.35	Diaphragm Pump			2set	
15.36	2Pass RO System			3set	
15.37	Centrifugal Pump			2set	
15.38	Tank			1set	
15.39	Centrifugal Pump			2set	
15.40	Centrifugal Pump			3set	
15.41	Cartridge filter (1 Mircron Filter)			3set	
15.42	EDI System			1lot	
15.43	Tank			1set	
15.44	Filter System			1set	
15.45	Air Blower			1set	
15.46	Carbon Filter			3set	
15.47	Diaphragm Pump			2set	
15.48	Tank			1set	
15.49	Diaphragm Pump			2set	
15.50	Diaphragm Pump			2set	
15.51	Vacuum Pump			2set	
15.52	Vacuum Pump			2set	
15.53	Condensate Water Return Tank			6set	
15.54	Condensate Water Supply Pump			12set	
15.55	Cooler Unit (Heat Exchanger)			2set	
15.56	Sand Filter			2set	
15.57	Multimedea Filder			2set	

15.58	Carbon Filter			2set	
15.59	Mixed Bed Polisher			2set	
15.60	Caustic Tank			1set	
15.61	Caustic Feed Pump			2set	
15.62	Caustic Ejection Unit			1set	
15.63	Acid Tank			1set	
15.64	Acid Feed Pump			2set	
15.65	Acid Ejection unit			1set	
15.66	Regeneration Pump Unit			2set	
15.67	Mixing Blower unit			2set	
15.68	Safety Shower and Eye Washer			1set	
15.69	Neutralization System (Tank and Pumps)			1set	
15.70	Chemical Hand Pump			2set	
15.71	Returm Condensate Buffer Tank			1set	
15.72	Returm Condensate Buffer Pump			2set	
15.73	Control Cabined			1lot	
15.74	PLC System			1lot	
15.75	Interfacing Signal Cable			1lot	
15.76	Power Cable , Control Cable			1lot	
15.77	Field Instruments			1lot	
15.78	Pipe, Flange , fitting, Valve			1lot	
15.79	Spout , Chute, Duct, Etc			1lot	
15.80	Spare parts			1lot	
15.81	Tools			1lot	
15.82	PVC & UPVC Fitting			200PC	
15.83	Alloy Pipe			2500PC	
15.84	Alloy Fitting			1500PC	
15.85	Alloy Flange			1800PC	
15.86	Expansion joint With Accessories			190set	
15.87	Strainers With Accessories			150Set	
15.89	Ball Valve with Accessories			1125Set	
15.90	Butterfly Valve with Accessories			540set	
15.91	Check Valve with Accessories			285set	
15.92	Gate Valve with Accessories			2500set	
15.93	Globe Valve with Accessories			200set	
15.94	Diaphragm Valve with Accessories			250set	
15.95	Pinch Valve with Accessories			50Set	
15.96	Steam Trap with Accessories			195set	
15.97	Flexible hose with Acccessories			120set	
15.98	High Pressure Alloy Valve with Accessories			35set	
15.99	Safety Shower and Eye Washer With Accessoris			1lot	
15.100	Spring Suppport With Accessories			1lot	
15.101	Sliding plate with Accessories			1lot	
15.102	Fire Fighting Equipment with Accessories			1lot	
15.103	Brushing Cleaning Pigs for Medium to Heavy Botching			1lot	
15.104	Heat Shrinkable Sleeves			1lot	
15.105	EPDM Seat			1lot	
15.106	Repair kits			1lot	
15.107	Wrapping Material			1lot	
15.108	Bell mount			1lot	
15.109	Sight Glass			120set	
15.110	Spectacle blind			90set	

15.111	Bolt and nut			1lot	
15.112	Gasket			1lot	
15.113	pipe Support			1lot	
15.114	Duct and Chute			1lot	
15.115	Painting Material			1lot	
15.116	insulation material			1lot	
16	**Power Plant(BOILER,STEAM TURBINE,GENERATOR)**				10,000,000
16.1	Wheel loader			2set	
16.2	Husk Unloading system			2set	
16.3	Belt Conveyor			6set	
16.4	Dust Suspension System			5set	
16.5	Fan			5set	
16.6	Cyclone			5set	
16.7	Airjet Filter			5set	
16.8	Rotary Valve			5set	
16.9	Control Panel			1lot	
16.10	Chute ,Duct			1lot	
16.11	Pipe, Flange,Fitting, Valve			1lot	
16.12	Power Cable,Control Cable & Cable tray			1lot	
16.13	Wind Cover Sheet			2set	
16.14	Screw Conveyor			2set	
16.15	Belt Conveyor			2set	
16.16	Hopper			2set	
16.17	Magnetic Separator			2set	
16.18	Sifter / Separator			2set	
16.19	Bucket Elevator			2set	
16.20	Intake Hoppe, Silo			2set	
16.21	Belt Conveyor			2set	
16.22	Chain Conveyor			2set	
16.23	Hopper			2set	
16.24	Circulating Fluidized Bed Boiler			2set	
16.25	Biomass Boiler			2set	
16.26	Water Tube Boiler			2set	
16.27	Fire Tube Boiler			2set	
16.28	lower Drum			2set	
16.29	Upper Drum			2set	
16.30	Drain Tank			2set	
16.31	Evaporator			10set	
16.32	Economizer			10set	
16.33	Upper Air preheater			4set	
16.34	Lower Air Preheater			4set	
16.35	Screen Tube			2set	
16.36	Water Tube			2set	
16.37	Main Bank			2set	
16.38	Steam Header			2set	
16.39	Low Temperature Supertheater			4set	
16.40	High Temperature Supertheater			4set	
16.41	Desuperhearer (Spray Type)			4set	
16.42	Dust Cllector			2set	
16.43	Blow Down Tank			4set	
16.44	Steel Frame			1lot	
16.45	Buckstay			1lot	

16.46	Platform			1lot	
16.47	Stair			1lot	
16.48	Frame			1lot	
16.49	Galleries and Ladders			1lot	
16.50	Steam Piping			1lot	
16.51	Steam Valve			1lot	
16.52	Drain Tank			1lot	
16.53	Fitting Valve			1lot	
16.54	Pressure Safety Valve			1lot	
16.55	Pressure Reducing Valve			1lot	
16.56	Silencer			1lot	
16.57	Portable conductivity Meter			4set	
16.58	Portable PH Meter			4set	
16.59	Orifice Flow Meter			1lot	
16.60	Magnetic Flow Meter			1lot	
16.61	Venturi Flow Meter			1lot	
16.62	Nozzle Flow Meter			1lot	
16.63	Pitot Tube Flow Meter			1lot	
16.64	Volumetric Flow Meter			1lot	
16.65	Turbine Flow Meter			1lot	
16.66	Area Flow meter			1lot	
16.67	Area Flow meter			1lot	
16.68	Thermal Mass Flow Meter			1lot	
16.69	Ultra Sonic Flow Meter			1lot	
16.70	Karman Vortex flow Meter			1lot	
16.71	Colioris Flow Meter			1lot	
16.72	Rotameter			1lot	
16.73	Sampling Cooler			20set	
16.74	Blower			10set	
16.75	Water Cannon System (HP Water Jet System)			2set	
16.76	Boiler circulating Pump			4set	
16.77	Insulation Materail			1lot	
16.78	Flash Tank			2set	
16.79	Expantion Tank			2set	
16.80	Condensate Tank			2set	
16.81	Steel Structure for Boiller			1lot	
16.82	Air Nozzle			1lot	
16.83	Oxygen Scavenger Feed Tank			2set	
16.84	Oxygen Scavenger Pump			4set	
16.85	Oxygen Scavenger Agitator Mixer			2set	
16.86	Phosphate Feed Tank			2set	
16.87	LP Phosphate Pump			4set	
16.88	Phosphate Agitator Mixer			2set	
16.89	HP Phosphate Pump			4set	
16.90	Ammonia Feed Tank			2set	
16.91	Ammonia pump			4set	
16.92	Ammonia Agitator Mixer			2set	
16.93	Traveling Combustion Grate			4set	
16.94	Embedded Foundation Bolt And Fitting			1lot	
16.95	Brick Support			1lot	
16.96	Sealing Devise			1lot	
16.97	Primary Forced Draft Fan			4set	

16.98	Silencer			8set	
16.99	Secondary Forced Draft Fan			4set	
16.100	Final Forced Draft Fan			4set	
16.101	Ducting			1lot	
16.102	Damper			1lot	
16.103	Spreader			1lot	
16.104	Ash Discharging System			2set	
16.105	Grate Ash Purge Header			2set	
16.106	Deaerator			2set	
16.107	Boiler Feed Pump			4set	
16.108	Turbine Driven Boiler Feed Pump			4set	
16.109	Motor-Driven Boiler Feed Pump			4set	
16.110	Level Controller			1lot	
16.111	Level Gauge			1lot	
16.112	Check Valve			1lot	
16.113	Pressure Controller			1lot	
16.114	Pressure Gauge			1lot	
16.115	Temperature Controller			1lot	
16.116	Temperature Gauge			1lot	
16.117	Y-Straliner			1lot	
16.118	T-Strainer			1lot	
16.119	Temporary Strainer			1lot	
16.120	Flexible			1lot	
16.121	Expantion			1lot	
16.122	Quick Coupling			1lot	
16.123	Slight Glass			1lot	
16.124	Air Vent			1lot	
16.125	Induced Draft Fan			2set	
16.126	Damper			2set	
16.127	Dust Cllector System			2set	
16.128	Chimney			2set	
16.129	Stack			2set	
16.130	Anchor Bolts			1lot	
16.131	Ducting			1lot	
16.132	Screw Conveyor			8set	
16.133	Belt Conveyor			8set	
16.134	Electrostatic Precipitator(ESP)			2set	
16.135	Dry Type ESP Proper			2set	
16.136	Belt Conveyor			2set	
16.137	ESP Ejector			2set	
16.138	Ash Filter			2set	
16.139	Fly Ash Transport Blower			2set	
16.140	Bin			30set	
16.141	Rotray Valve			30set	
16.142	Screw Conveyor			4set	
16.143	Chain Conveyor			4set	
16.144	Belt Conveyor			4set	
16.145	Bucket Elevator			4set	
16.146	Hopper			20 set	
16.147	Transformer Rectifier With TR Control System			2set	
16.148	Electrical Hoist			4set	
16.149	Manual Hoist			4set	

16.150	Screw Wetted pulsator			2set	
16.151	Manual Hoist			2set	
16.152	Reducer With Fluidize System			2set	
16.153	Crusher			2set	
16.154	Steam Turbine			2set	
16.155	Emergency Stop Valve (Hydraulic Type)			1lot	
16.156	Control Valve			1lot	
16.157	Bearing			1lot	
16.157	Rotor Seal			1lot	
16.158	Turning Gear			4set	
16.158	Lubrication oil			1lot	
16.159	Synheisis oil			1lot	
16.160	Oil Tank			2set	
16.161	Screw Pump			2set	
16.162	AC Centrifugal Pump			2set	
16.163	DC Centrifugal Pump			2set	
16.164	Oil Cooler			2set	
16.165	Oil filter			2set	
16.166	Oil Tank			2set	
16.167	Screw Pump			2set	
16.168	AC Centrifugal Pump			2set	
16.169	DC Centrifugal Pump			2set	
16.170	Oil Cooler			2set	
16.171	Oil filter			2set	
16.172	Accumulator			2set	
16.173	Generator			2set	
16.174	Air Cooler			10set	
16.175	Strainer			1lot	
16.176	Isolation Stop Valve			1lot	
16.178	Governor Valve			2set	
16.179	Electronic Governor			2set	
16.180	Control Oil System			2set	
16.181	Mechanical Trip Mechanism			2set	
16.182	Turbine Protective& Tripping Devices			2set	
16.183	Local instrument Rack			1set	
16.184	Rupture Disc			1lot	
16.185	Hot Well Tank			2set	
16.186	Level Controller			1lot	
16.187	Water Drain Tank			2set	
16.188	Air Vent Valve			1lot	
16.189	Main Condenser			2set	
16.190	Gland Sealing Condenser			2set	
16.191	Gland Sealing Condenser Vent Fan			2set	
16.192	low pressure Heater			1lot	
16.193	Low NPSH Centrifugal Pump			4set	
16.194	Jet Ejector			1lot	
16.195	Bellow Expansion			1lot	
16.196	Oil Separator			2set	
16.197	Vacuum pump			2set	
16.198	Extraction Condensing Steam Turbine			2set	
16.199	Diesel Storage Tank			2set	
16.200	Emergency Diesel Generator Feed pump			2set	

16.201	Cooling Tower			3set	
16.202	Centrifugal Pump			3set	
16.203	Submersible pump			3set	
16.204	Pipe, Flange,Fitting			1lot	
16.205	Cooling Water Storage			2set	
16.206	Screen Plate			2set	
16.207	Side Steam Filter			2set	
16.208	Ball Recirculation pump			2set	
16.209	Ball Separator			2set	
16.210	Actuator For Collector			2set	
16.211	Ball Recirculation pump			2set	
16.212	Ball Separator			2set	
16.213	Actuator For Screen			2set	
16.214	Motor Supporting Deck			1lot	
16.215	Fan Guard			1lot	
16.216	Adjustable fan			1lot	
16.217	Honey Comb Fill			1lot	
16.218	Fill Support			1lot	
16.219	FRP Caing			1lot	
16.220	Casing Support			1lot	
16.221	Air Inlet			1lot	
16.222	Eliminator			1lot	
16.223	Tie Rods			1lot	
16.224	Corrosion Inhibitor Tank			2set	
16.225	Corrosion Inhibitor Feed pump			2set	
16.226	Scale Inhibitor Tank			2set	
16.227	Scale Inhibitor Feed Pump			2set	
16.228	Biocide Inhibitor Dosing Tank			2set	
16.229	Biocide Inhibitor Feed Pump			2set	
16.230	PH Chemical Dosing Tank			2set	
16.231	PH Chemical Feed pump			2set	
16.232	Phosphate Feed Tank			2set	
16.233	PhosPhate Pump			2set	
16.234	MCC Panel			2set	
16.235	StationTransformer			2set	
16.236	distribution Transformer			2set	
16.237	HV Power cable cable,Control Cable			1lot	
16.238	Control Power cable,control Cable			1lot	
16.239	MV switch Gear			1lot	
16.240	LV switch Gear			1lot	
16.241	Control Desk			1lot	
16.242	Control Panal			1lot	
16.243	Diesel generator			2set	
16.244	MCCB Main box			1lot	
16.245	Earth System			1lot	
16.246	CT short box			1lot	
16.247	Power Cable,Control Cable & Cable tray			1lot	
16.248	Conduit			1lot	
16.249	HV electrical motor			1lot	
16.250	LV electrical motor			1lot	
16.251	Starter			1lot	
16.252	lighting			1lot	

16.253	Grounding and lighting system			1lot	
16.254	Monitoring System			1lot	
16.255	HV circuit Breaker			1lot	
16.256	LV circuit Breaker			1lot	
16.257	Frequency convertor			1lot	
16.258	Subdistribution board			1lot	
16.259	Fire detection system			1lot	
16.260	Excitation Transformer			1lot	
16.261	Automatic Voltage Regulation system			1lot	
16.262	Thyrister Rectifier system			1lot	
16.263	Busduct for Excitation Circuit			1lot	
16.264	Motor control systemCenter for Turbine Auxilliaries			1lot	
16.265	Distribution panal for Turbine Auxilliaries			1lot	
16.266	Motor control systemCenter for TurbineEmergency			1lot	
16.267	DC motor Starter for Turbine Auxulliaries			1lot	
16.268	Motor control center for condensate polishing sys;			1lot	
16.269	Disconnecting Switch			1lot	
16.270	CT/PTfor meter Import and Export			1lot	
16.271	SFB load Break Switch			1lot	
16.272	HV power cable cable,Control Cable&Distribution			1lot	
16.273	Insulation Materail			1lot	
16.274	DCS system			1set	
16.275	Instrument Power cable,control cable			1lot	
16.276	Air compressor			2set	
16.277	Service air tank			1set	
16.278	Pre filter			2set	
16.279	Air Dryer			2set	
16.280	Final filter			2set	
16.281	instrument air tank			1set	
16.282	Air manifold			2set	
16.283	Mixing Header			2set	
16.284	Level gauge and level switch			40set	
16.285	Level indicator cum controller			40set	
16.286	Pressure & Temperature Gauge			40set	
16.287	Pressure Relief Valve			40set	
16.288	Pressure switche			40set	
16.289	Transmitter			40set	
16.290	RTD and Thermocouple			40set	
16.291	Solonoid valve			220set	
16.292	Temperature Scanner			40set	
16.293	Vapor Extractor			40set	
16.294	Flow Relief valve			40set	
16.295	High pressure valve			40set	
16.296	Level control valve			40set	
16.297	Low pressure valve			40set	
16.298	Steam trap			230set	
16.299	Strainer			40set	
16.300	AC-Generator HT			2set	
16.301	AC-Generator LT			2set	
16.302	Electrical panel			4set	
16.303	Battery			40set	
16.304	Battery Charger			40set	

16.305	BBT-HT			1lot	
16.306	Power Cable,Control Cable HT			1lot	
16.307	Power Cable,Control cable,LT			1lot	
16.308	Metering and synchronising panel			2set	
16.309	Transmitter Panal			2set	
16.310	Breaker			2lot	
16.311	Power cable ,control cable tray			2lot	
16.312	LPBS/Junction box			30set	
16.313	First fill oil			1lot	
16.314	Turbine /Piping insulaion			1lot	
16.315	Oil Centrifuge			2set	
16.316	Vibration Monitor			1lot	
16.317	Structural steel support			1lot	
16.318	Platform			2lot	
16.319	Painting			2lot	
16.320	Insulation			2lot	
16.321	Chemical for Plant commissioning			1lot	
16.322	Turbine Lubicration Oil			1lot	
16.323	Lab Equipment			1lot	
16.324	Lab furniture			1lot	
16.325	USB Power cable,control cable			1lot	
16.326	Computer			5sets	
16.327	Keyboard			5sets	
16.328	mouse			5sets	
16.329	Speaker System			5sets	
16.330	Displayport,power cable,control cable for Computer			1lot	
16.331	VGA-DVI Adapter for Computer			5sets	
16.332	Liquid crystal Display			1lot	
16.333	Power supply power cable,control cable for Display			1lot	
16.334	Anolog signal power cable,control cable for display			1lot	
16.335	Digital signal power cable,control cable for display			1lot	
16.336	Colour Inkjet Printer			10set	
16.337	USB Power cable,control cable for Printer			10set	
16.338	Power supply power cable,control cable for Printer			1lot	
16.339	Compact disc for Printer			10set	
16.340	Ethernet switch			1lot	
16.341	Pipe siphon			1lot	
16.342	Adapter			1lot	
16.343	Batteries			1lot	
16.344	Bolts & nut			1lot	
16.345	Shims			1lot	
16.346	Control panel			10set	
16.347	Package skid			1lot	
16.348	Distributed control system			1lot	
16.349	WAN/LAN System with Acessories			1lot	
16.350	CEMs and Analyser with Accessories			2set	
16.351	Gas Detector with Accessories			1lot	
16.352	Pressure Transmitter with accessories			145sets	
16.353	Pressure gauge			285sets	
16.354	Pressure Switch with Accessories			44sets	
16.355	Differential Pressure transmitter with accessories			41sets	
16.356	Temperature Transmitter with accessories			150sets	

16.357	Temperature Guage			150sets	
16.358	Temperature switch with accessories			50sets	
16.359	Flow Transmitter with accessories			100sets	
16.360	Flow Guage			45sets	
16.361	Flow switch with acessories			45sets	
16.362	Level Transmitter with accessories			195sets	
16.363	Level Guage			300sets	
16.364	Level switch with accessories			150sets	
16.365	Analyzer Transmitter with accessories			90sets	
16.366	Pressure Safety Valve			110sets	
16.367	Control valve			120sets	
16.368	Pressure Regulator valve			50sets	
16.369	Breather Valve			20sets	
16.370	Flame arrester			50sets	
16.371	Rupture Disc			20sets	
16.372	Restriction orifice			140sets	
16.373	On-Off Valve			45sets	
16.374	Solonoid valve			45sets	
16.375	Motor operated valve(MOV)			20sets	
16.376	Desuperhearer with Spray water control valve with Accessories			8sets	
16.377	Steam turbine Bypass Valve			8sets	
16.378	Sampling system with Accessories			15sets	
16.379	Manifold Valve with Accessories			50sets	
16.380	Instrument Power cable,control cable			1lot	
16.381	Terminal box			1lot	
16.382	Instrument stanchion and Sunshade			1lot	
16.383	Instrument tube and accessories			1lot	
16.384	Instrument pipe and fitting			1lot	
16.385	Junction Box &power cable,control cable Gland and Accessories			1lot	
16.386	Power cable ,control cable Ladder and Accessories			1lot	
16.387	Power cable,control cable Tray and Accessories			1lot	
	ELECTRICAL & PIPING				
16.388	Distribution Transformer with Accessories			7sets	
16.389	Medium voltage switchgear with Accessories			7sets	
16.390	Low voltage switch gear with Accessories			7sets	
16.391	Lighting panel Board with Accessories			25sets	
16.392	Lighting fixture with Accessories			888sets	
16.393	Plug and receptable with Accessories			453sets	
16.394	Sub-distribution board with Accessories			7sets	
16.395	Power and control power cable,control cable			47000 meter	
16.396	Power and control power cable tray and fitting			1100sets	
16.397	Grounding and Lightning material			1lot	
16.398	Transformer panel with Accessories			1lot	
16.399	Receptable with Accessories			1lot	
16.400	Circuit Breaker with Accessories			1lot	
16.401	Busbar Encloser Top			1lot	
16.402	Busbar Encloser Bottom			1lot	
16.403	Copper Bar			1lot	
16.404	Air craft Warning Light with Accessories			1lot	
16.405	Junction Box with Accessories			1lot	
16.406	AC & DC UPS with Accessories			1lot	

16.407	construction material			1lot	
16.408	Carbon steel pipe			7200 pcs	
16.409	Carbon steel fitting			9750 pcs	
16.410	Carbon steel Flange			8700 pcs	
16.411	GI steel pipe				
16.412	GI steel pipe			350 pcs	
16.413	GI steel fitting			400 pcs	
16.414	GI steel flange			380 pcs	
16.415	Stainless steel pipe			900 pcs	
16.416	Stainless steel Fitting			1100 pcs	
16.417	Stainless steel Flange			1200 pcs	
16.418	PVC & UPVC Pipe			250 pcs	
16.419	PVC & UPVC Flange			170 pcs	
16.420	PVC & UPVC Fitting			200 pcs	
16.421	Alloy pipe			2500 pcs	
16.422	Alloy Fitting			1500 pcs	
16.423	Alloy Flange			1800 pcs	
16.424	Expension Joint with Accessories			190 pcs	
16.425	Strainers with Accessories			150 pcs	
16.426	Ball valve with Accessories			1125 pcs	
16.427	Butterfly valve with Acessories			540 pcs	
16.428	Check valve with Accessories			285 pcs	
16.429	Gate Valve with Accessories			2500 pcs	
16.430	Globe valve with Accessories			200 pcs	
16.431	Diaphragm Valve with Accessories			250 pcs	
16.432	Pinch valve with Accessories			50 pcs	
16.433	Steam Trap with accessories			195 pcs	
16.434	Flexible Hose with Accessories			120 pcs	
16.435	High pressure alloy valve with Accessories			35 pcs	
16.436	Safety Shower &eye washer with Accessories			1lot	
16.437	Spring Support with Accessories			1lot	
16.438	Sliding plate with Accessories			1lot	
16.439	Fire fighting Equipment with accessories			1lot	
16.440	Brushing Cleaning Pig for Medium to Heavy Botching			1lot	
16.441	Heat Shrinkable Sleeves			1lot	
16.442	EPDM Seat			1lot	
16.443	Repair Kits			1lot	
16.444	Wrapping Material			1lot	
16.445	Bell Mount			1lot	
16.446	Sight Glass			1lot	
16.447	Spectable blind			1lot	
16.448	Bolts & nut			1lot	
16.449	Gasket			1lot	
16.450	Pipe support			1lot	
16.451	Duct & Chute			1lot	
16.452	Painting Material			1lot	
16.453	Insulation Material			1lot	
16.454	Water Treatment Plant			1set	
17.000	**OTHER AUXILIARIES**				
17.100	Conveying System			1Lot	300,000
17.110	Seed Processing System			1Lot	200,000
17.120	Fork Lift			4-nos	100,000

MYANMAR JAPAN RICE INDUSTRY CO.,LTD

CIVIL & STEEL STRUCTURE FOR BUILDING (Import Purchase)

Schedule 4

USD 29,967,000

SR	MATERIALS	QTY	UNIT
1	Steel structure with accessories (paddy receving)	2081	ton
2	Steel structure with accessories (ware house and/silo)		
3	Steel structure with accessories (finish ware house)		
4	Steel structure with accessories (rice mill & parboiled rice mill)		
5	Steel structure with accessories (packing/mill spare/work shop		
6	Steel structure with accessories (husk warehouse)		
7	Steel structure with accessories (turbine building/control room)		
8	Steel structure with accessories (preparatory section)		
9	Steel structure with accessories (office building)		
10	Steel structure with accessories (staff house)		
11	door	300	set
12	windoor	250	set
13	Rebar	1089	ton
14	carbon steel plate	150	ton
15	stainless steel plate	50	ton
16	colour sheet	1	lot
17	anchor bolt	10000	set
18	wall sandwich panel	1	lot
19	ceilling	1	lot
20	steel door	300	set
21	window	250	set
22	high strength bolt	55000	set
23	expansion bolt	7500	set
24	fly ash	1	lot
25	floor tile	1	lot
26	mirror	120	set
27	urinals	35	set
28	water closet	35	set
29	shower	20	set
30	paper holder	35	set
31	lavatory	25	set
32	Insulation roof	1	lot
33	Cement	6613	ton
34	Cement low heat	10000	ton
35	Epoxy lining	1	lot
36	fax	3	lot
37	air condition	25	set
38	Refrigerator	2	set
39	Office desk	45	set
40	chair	100	set
41	reception Desk	1	set
42	meeting table	12	set
43	file cabanet	35	set
	CONSTRUCTION EQUIPMENT/TOOLS & CONSUMABLE		
44	Electric hand drill	60	set
45	Electric Jig saw	50	set
46	Drilling machine	45	set
47	label machine printer	15	set
48	Tool box	1	lot
49	hand hydraulic compression tool	20	set
50	walki talkis	50	set
51	Digital tharmometer	15	set
52	tube bender	10	set
53	Tube cutter	15	set
54	4 inch grinding machine	100	set

55	7 inch grinding machine	100	set
56	rotary hammer drilling machine	15	set
57	rotary drilling machine	15	set
58	hot air gun	30	set
59	fully body safety harness+absorb+landyard	200	set
60	pressure guage	50	set
61	cutting plier	100	set
62	wrench set	30	set
63	screw driver	50	set
64	hammer	50	set
65	saw	60	set
66	brush	100	set
67	wire striper	45	set
68	power cable,control cable clamper	30	set
69	Forklift (3-5 ton)	3	set
70	TIG welding machine	20	set
71	DC welding machine	30	set
72	HDPE welding machine	5	set
73	Gas cutting set	25	set
74	portable welding rod dryer	30	set
75	chain block 0.5 ton -5 tons	15	set
76	scaffoldinging	1	lot
77	electrical cutting machine	5	set
78	electrical bending machine	5	set
79	Diesel engine Generator	7	set
80	Crane 50T, 80T	2	set
81	welding rod	45000	kg
82	Grinding Plate	70000	pcs
83	form work	1	lot
84	steel wire	1	lot
85	lock tie	1	lot
86	power cable,control cable tie	1	lot
87	bolt & nut	1	lot
88	Main Distribution board	1	lot
89	Distribution board	1	lot

OFFICE FURNITURE & EQUIPMENT (LOCAL PURCHASE) **USD** **30,500**

1	fax	3	lot
2	air condition	25	set
3	Refrigerator	2	set
4	Office desk	45	set
5	chair	100	set
6	reception desk	1	set
7	meeting table	12	set
8	file cabanet	35	set

MYANMAR JAPAN RICE INDUSTRY CO.,LTD

INVESTMENT

Schedule 5

US$ in Million

Sr. No	Particulars	Myanmar	Japan	Total
1	Machinery & Equipment	15.1432	14.5493	29.6925
2	Building	15.2832	14.6838	29.9670
3	Furniture	0.0156	0.0149	0.0305
4	Cash	0.1600	0.1500	0.3100
	Total Investment	**30.6019**	**29.3981**	**60.0000**
	JV Ratio (%)	51.00	49.00	100.00

MYANMAR JAPAN RICE INDUSTRY CO.,LTD
PRODUCTION & SALE STATEMENT

Schedule 6

Sr.N	Particualrs	AU	YR.1	YR.2	YR.3	YR.4	YR.5	YR.6	YR.7	YR.8	YR.9	YR.10
	Paddy Stock	MT	120000	121200	122400	123600	123600	123600	123600	123600	123600	123600
	Purchase Price	USD / MT	205.00	207.05	209.10	211.15	213.20	213.20	213.20	213.20	213.20	213.20
	Purchase Cost	USD / Ml	**24.6000**	**25.0945**	**25.5938**	**26.0981**	**26.3515**	**26.3515**	**26.3515**	**26.3515**	**26.3515**	**26.3515**
	Output %											
	White Rice Standard(export)	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
	Broken Rice (local)	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%
	Bran (local)											
	Production Quantity		86,400	86,400	86,400	86,400	86,400	86,400	86,400	86,400	86,400	86,400
1	White Rice Standard(export)	MT	51,840	51,840	51,840	51,840	51,840	51,840	51,840	51,840	51,840	51,840
2	Broken Rice (local)	MT	34,560	34,560	34,560	34,560	34,560	34,560	34,560	34,560	34,560	34,560
3	Bran (local)	MT	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600
	Price											
1	White Rice Standard (export)	USD / MT	440	449	456	458	462	490	490	490	490	490
2	Broken Rice (local)	USD / MT	340	354	360	367	371	397	397	397	397	397
3	Bran (local)	USD / MT	120	122	127	135	146	150	150	150	150	150
	Value											
1	White Rice Standard (export)	USD / Ml	22.8096	23.2762	23.6390	23.7427	23.9501	25.4016	25.4016	25.4016	25.4016	25.4016
2	Broken Rice (local)	USD / Ml	11.7504	12.2342	12.4416	12.6835	12.8218	13.7203	13.7203	13.7203	13.7203	13.7203
3	Bran (local)	USD / Ml	1.1520	1.1712	1.2192	1.2960	1.4016	1.4400	1.4400	1.4400	1.4400	1.4400
	Total Value	USD / Ml	**35.7120**	**36.6816**	**37.2998**	**37.7222**	**38.1734**	**40.5619**	**40.5619**	**40.5619**	**40.5619**	**40.5619**

NOTE

Main Product =	White Rice (Standard & Broken)
By Product =	Bran
Output %	72% of Total Paddy Stock for White Rice(Main)
	10% of Total Paddy Stock for by product
Export & Local Ratio	60% & 40%

MYANMAR JAPAN RICE INDUSTRY CO.,LTD

PROJECTED PROFIT & LOSS STATEMENT

Schedule 7

US$ in Million

Particulars	Year					
	YR.1	YR.2	YR.3	YR.4	YR.5	YR.6 To YR.10
Export Sale	22.8096	23.2762	23.6390	23.7427	23.9501	25.4016
Local Sale	12.9024	13.4054	13.6608	13.9795	14.2234	15.1603
	35.7120	**36.6816**	**37.2998**	**37.7222**	**38.1734**	**40.5619**
Material Cost	24.6000	25.0945	25.5938	26.0981	26.3515	26.3515
Salary & Wages	0.2304	0.2427	0.2550	0.2738	0.2861	0.2861
Direct Overhead	0.8111	0.8116	0.8120	0.8125	0.8130	0.8130
Indirect Overhead Expenses	0.0569	0.0578	0.0587	0.0597	0.0606	0.0606
Selling & Distribution Exp;	0.0100	0.0100	0.0100	0.0100	0.0100	0.0100
Depreciation	2.0863	2.0863	2.0863	2.0863	2.0863	2.0863
	27.7946	**28.3028**	**28.8158**	**29.3404**	**29.6075**	**29.6075**
NET PROFIT BEFORE TAX	**7.9174**	**8.3788**	**8.4841**	**8.3819**	**8.5660**	**10.9545**
Less Income Tax 25%						**2.7386**
NET PROFIT AFTER TAX	**7.9174**	**8.3788**	**8.4841**	**8.3819**	**8.5660**	**8.2158**
CSR PROVISION (2%)	**0.1583**	**0.1676**	**0.1697**	**0.1676**	**0.1713**	**0.1643**
	0.2217	**0.2284**	**0.2275**	**0.2222**	**8.3947**	**0.2026**

Note: If there is any revision or modification, the investors will inform and seek Myanmar Investment Commission's prior consent and agreement.

MYANMAR JAPAN RICE INDUSTRY CO.,LTD
CASH FLOW STATEMENT

Schedule 8
US$ in Million

Particulars	Pre-operating Period	Year					
		YR.1	YR.2	YR.3	YR.4	YR.5	YR.6 To Yr.10
Inflow of Cash							
Share Capital	60.0000						
Export Sale		22.8096	23.2762	23.6390	23.7427	23.9501	25.4016
Local Sale		12.9024	13.4054	13.6608	13.9795	14.2234	15.1603
	60.0000	**35.7120**	**36.6816**	**37.2998**	**37.7222**	**38.1734**	**40.5619**
Out Flow of Cash							
Machinery & Equipment	29.6925						
Building	29.9670						
Furniture	0.0305						
Cost of Goods		24.6000	25.0945	25.5938	26.0981	26.3515	26.3515
Salary & Wages		0.2304	0.2427	0.2550	0.2738	0.2861	0.2861
Direct Overhead Exp;		0.8111	0.8116	0.8120	0.8125	0.8130	0.8130
Indirect Overhead Exp;		0.0569	0.0578	0.0587	0.0597	0.0606	0.0606
Selling & Distribution Exp;		0.0100	0.0100	0.0100	0.0100	0.0100	0.0100
Income Tax 25%							2.7386
Total Out Flow of cash	**59.6900**	**25.7084**	**26.2166**	**26.7295**	**27.2541**	**27.5212**	**30.2598**
Surplus (+)/(-) Deficit	**0.3100**	**10.0036**	**10.4650**	**10.5703**	**10.4681**	**10.6522**	**10.3021**
Accumulated cash	**0.3100**	**10.3136**	**20.7786**	**31.3489**	**41.8170**	**52.4693**	**62.7714**

Note: If there is any revision or modification, the investors will inform and seek Myanmar Investment Commission's prior consent and agreement.

MYANMAR JAPAN RICE INDUSTRY CO.,LTD

Asset & Depreciation Schedule

Schedule 9
US$ in Million

Sr. No	Particulars	Origional Value	Depreciation Rate	Depreciation Amount	Net Book Value
1	Machinery	29.6925	5.00%	1.4846	28.2079
2	Building	29.9670	2.00%	0.5993	29.3677
3	Furniture	0.0305	7.50%	0.0023	0.0282
	TOTAL CAPITAL	**59.6900**		**2.0863**	**57.6037**

MYANMAR JAPAN RICE INDUSTRY CO.,LTD
DIRECT, INDIRECT SALARY AND WAGES

Schedule 10
US$ in Million

Description	YR.1			YR.2			YR.3			YR.4			YR.5 To YR.10		
	Nos	Monthly U$	Yearly US$	Nos	Monthly U$	Yearly US$	Nos	Monthly U$	Yearly US$	Nos	Monthly U$	Yearly US$	Nos	Monthly U$	Yearly US$
Foreign Person															
Director	1	1,000	0.012	1	1,050	0.013	1	1,100	0.013	1	1,150	0.014	1	1,200	0.014
Officer	1	1,000	0.012	1	1,050	0.013	1	1,100	0.013	1	1,150	0.014	1	1,200	0.014
Officer	1	1,000	0.012	1	1,050	0.013	1	1,100	0.013	1	1,150	0.014	1	1,200	0.014
Manager (Sale & Marketing)	1	800	0.010	1	840	0.010	1	880	0.011	1	920	0.011	1	960	0.012
Ass: Manager (Sale & Marketing)	1	700	0.008	1	735	0.009	1	770	0.009	1	805	0.010	1	840	0.010
Secondee (Sale & Marketing)	1	700	0.008	1	735	0.009	1	770	0.009	1	805	0.010	1	840	0.010
Local Person															
GM	1	1,000	0.012	1	1,050	0.013	1	1,100	0.013	1	1,150	0.014	1	1,200	0.014
Manager(Admin)	1	800	0.010	1	840	0.010	1	880	0.011	1	920	0.011	1	960	0.012
Assistant Manager(Adm)	1	500	0.006	1	525	0.006	1	550	0.007	1	575	0.007	1	600	0.007
Finance Manager	1	800	0.010	1	840	0.010	1	880	0.011	1	1,150	0.014	1	1,200	0.014
Assistant Manager(A/C)	1	500	0.006	1	525	0.006	1	550	0.007	1	920	0.011	1	960	0.012
Admin & Finance staffs	6	150	0.011	6	160	0.012	6	170	0.012	6	180	0.013	6	190	0.014
Merchandise															
Manager(Sale & Marketing)	1	800	0.010	1	840	0.010	1	880	0.011	1	920	0.011	1	960	0.012
Manager(Purchasing)	1	800	0.010	1	840	0.010	1	880	0.011	1	920	0.011	1	960	0.012
Ass: Manager(Sale & Marketing)	1	500	0.006	1	525	0.006	1	550	0.007	1	575	0.007	1	600	0.007
Ass: Manager(Purchasing)	1	500	0.006	1	525	0.006	1	550	0.007	1	575	0.007	1	600	0.007
Production			-			-			-			-			-
Supervisor	1	500	0.006	1	525	0.006	1	550	0.007	1	575	0.007	1	600	0.007
Stock master(Paddy,Rice)	3	300	0.011	3	315	0.011	3	330	0.012	3	340	0.012	3	350	0.013
Assis: Engineer	2	300	0.007	2	315	0.008	2	330	0.008	2	340	0.008	2	350	0.008
Head Operator	1	200	0.002	1	210	0.003	1	220	0.003	1	230	0.003	1	240	0.003
Operator	5	160	0.010	5	170	0.010	5	180	0.011	5	190	0.011	5	200	0.012
Driver	7	200	0.017	7	210	0.018	7	220	0.018	7	230	0.019	7	240	0.020
Security	5	100	0.006	5	110	0.007	5	120	0.007	5	130	0.008	5	140	0.008
Power Generation	2	200	0.005	2	210	0.005	2	220	0.005	2	230	0.006	2	240	0.006
Supervising Engineer	1	300	0.004	1	315	0.004	1	330	0.004	1	340	0.004	1	350	0.004
Head Operator	2	200	0.005	2	210	0.005	2	220	0.005	2	230	0.006	2	240	0.006
Operator	4	150	0.007	4	160	0.008	4	170	0.008	4	180	0.009	4	190	0.009
Electrician	2	150	0.004	2	160	0.004	2	170	0.004	2	180	0.004	2	190	0.005
	56		**0.2304**	**56**		**0.2427**	**56**		**0.2550**	**56**		**0.274**	**56**		**0.2861**

MYANMAR JAPAN RICE INDUSTRY CO.,LTD
INDIRECT OVERHEAD EXPENSES

Schedule 11
US$ in Million

Sr. No	Particulars	Year				
		YR.1	YR.2	YR.3	YR.4	YR.5 TO 10
1	Adminstration Expenses	0.0300	0.0303	0.0306	0.0309	0.0312
2	Travelling Expenses	0.0200	0.0202	0.0204	0.0206	0.0208
3	Social Security	0.0069	0.0073	0.0077	0.0082	0.0086
	CASH	**0.0569**	**0.0578**	**0.0587**	**0.0597**	**0.0606**
	TOTAL	**0.0569**	**0.0578**	**0.0587**	**0.0597**	**0.0606**

MYANMAR JAPAN RICE INDUSTRY CO.,LTD

DIRECT OVERHEAD EXPENSES

Schedule 12

US$ in Million

Sr. No	Particulars	Year				
		YR.1	YR.2	YR.3	YR.4	YR.5 TO 10
1	Electricity	0.1080	0.1081	0.1082	0.1083	0.1084
2	Material Handling Charges	0.2400	0.2401	0.2402	0.2404	0.2405
3	Diesel,Oil & Lubricant	0.3580	0.3583	0.3583	0.3585	0.3588
4	Land Rental	0.0500	0.0500	0.0500	0.0500	0.0500
5	Water Consumption	0.0050	0.0051	0.0051	0.0052	0.0052
6	Other Miscellaneous	0.0501	0.0501	0.0501	0.0501	0.0501
	CASH	**0.8111**	**0.8116**	**0.8120**	**0.8125**	**0.8130**

Note: If there is any revision or modification, the investors will inform and seek Myanmar Investment Commission's prior consent and agreement.

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(1)FINANCIAL EVALUATION

The following financial undicators should be reflected according to the datas & informations received,

a. The statement of Financial Position reflected income, expenditures and benefits for ten years of the whols factory,

b. The statement of cash flow reflected Surplus for ten years for the whole factory

c. The Profit & Cash Surplus indicate performance of the business as Working Capital.

INCOME& EXPENDITURE RATIO

Financial Year	Income	Expenditure	Operating Ratio	Net Profit	Net Profit Ratio
YR. 1	35.7120	27.7946	77.8300	7.9174	22.1700
YR. 2	36.6816	28.3028	77.1582	8.3788	22.8418
YR. 3	37.2998	28.8158	77.2544	8.4841	22.7456
YR. 4	37.7222	29.3404	77.7801	8.3819	22.2199
YR. 5	38.1734	29.6075	72.9932	10.9545	27.0068
YR. 6	40.5619	29.6075	72.9932	10.9545	27.0068
YR. 7	40.5619	29.6075	72.9932	10.9545	27.0068
YR. 8	40.5619	29.6075	72.9932	10.9545	27.0068
YR. 9	40.5619	29.6075	72.9932	10.9545	27.0068
YR. 10	40.5619	29.6075	72.9932	10.9545	27.0068

(2) BREAK EVEN

INVESTMENT (USD in million) **60.000**

Financial Year	Profit after Tax		Depreciation	Preliminary Exp;		Total	Accumulated Total
Pre operating period							
YR. 1	7.9174	+	2.0863	0	=	10.0036	10.0036
YR. 2	8.3788	+	2.0863	0	=	10.4650	20.4686
YR. 3	8.4841	+	2.0863	0	=	10.5703	31.0389
YR. 4	8.3819	+	2.0863	0	=	10.4681	41.5070
YR. 5	8.5660	+	2.0863	0	=	10.6522	52.1593
YR. 6	8.2158	+	2.0863	0	=	10.3021	62.4614
YR. 7	8.2158	+	2.0863	0	=	10.3021	72.7635
YR. 8	8.2158	+	2.0863	0	=	10.3021	83.0656
YR. 9	8.2158	+	2.0863	0	=	10.3021	93.3677
YR. 10	8.2158	+	2.0863	0	=	10.3021	103.6697

= 7.8407

$$\frac{7.8407 \times 12}{10.302} = 9.13$$

BREAK EVEN PERIOD = (5) year and (9) months including pre-operating period

Note: If there is any revision or modification, the investors will inform and seek Myanmar Investment Commission's prior consent and agreement.

IRR Claculation (IRR)

Investment = 60.0000 (US$ in Million)

Investment		Discount Factor 11%	11% Of Net Present Value	Discount Facto 12%	12% Of Net Present Value
Project Period	60.0000	0.9009	54.0540	0.8929	53.5714
YR. 1	10.0036	0.8116	8.1192	0.7972	7.9748
YR. 2	10.4650	0.7312	7.6519	0.7118	7.4488
YR. 3	10.5703	0.6587	6.9630	0.6355	6.7176
YR. 4	10.4681	0.5935	6.2123	0.5674	5.9399
YR. 5	10.6522	0.5346	5.6951	0.5066	5.3968
YR. 6	10.3021	0.4817	4.9621	0.4523	4.6601
YR. 7	10.3021	0.4339	4.4704	0.4039	4.1608
YR. 8	10.3021	0.3909	4.0273	0.3606	3.7150
YR. 9	10.3021	0.3522	3.6282	0.3220	3.3170
YR. 10	10.3021	0.3173	3.2687	0.2875	2.9616
	103.670		54.9982		52.2925
			0.9442		-1.2789

$$IRR = r1 + \frac{N1}{N1 - N2} \times (r2 - r1)$$

$$IRR = 11 + \frac{0.9442}{0.9442 - -1.2789} \times 1$$

$$IRR = 11 + \frac{0.9442}{0.944 + 1.2789} \times 1$$

$$IRR = 11 + \frac{0.9442}{2.2231}$$

IRR = 11 + 0.42%

IRR = 11.42%

1.1 **Power Plant**

1.1.1 The Power Plant shall supply all required electricity power of the IRCP.

1.1.2 The Power plant shall operate independently and be isolated from the Myanmar national power grid. The power plant shall have necessary capability in its output and shall have a secure function of the start-up and shutdown operation without external power source.

1.1.3 The Power plant type shall be a type constructed with Steam boiler, Steam Turbine and Generator Components (BTGP).

1.1.4 Power is needed to the BTGP during the start-up and commissioning from black out condition to starting the power generation without any electricity source, and during BTGP unloading to Boiler fire-off from the loading operation power shall be supplied from the back-up power unit (BUPU).

1.1.5 The fuel of BTGP shall be rice husk supplied by the Owner. The fuel of BUPU shall be diesel oil or equivalent. In case the rice husk fuel comes to shortage, Wood biomass shall be mixed in total fuel on maximum 10% of mixed ratio. High heat value of wood biomass shall be assumed as 15.5MJ/kg (Arrived base) with 13% moisture. (This heat value was selected from lower quality wood biomass for conservative design). Wood biomass shall be cut or crush to meet boiler specification. The fuel handling and feeder system shall be designed as to meet the mixed fuel.

1.1.6 Power plant system arrangement shall comprise two systems. One is BTGP as Main power system and the other is BUPU. Figure 1 illustrates the arrangement required by the Owner.

(a) The maximum rated output of BTGP shall be calculated from summing all equipment power consumption installed in the IRCP and BTGP. The power consumption in the IRCP shall be calculated based on considering normal steady operation condition not taking the nameplate capacity. The power consumption in BTGP auxiliary shall be calculated based on maximum rated output of BTGP specified by the Contractor.

(b) The maximum rated output of the BTGP shall be designed to have an allowance to cover overshoot-friction during rated loading of the IRCP.

(c) The maximum rated output of the BTGP shall consider loss of power in the power distribution line including all transformers loss.

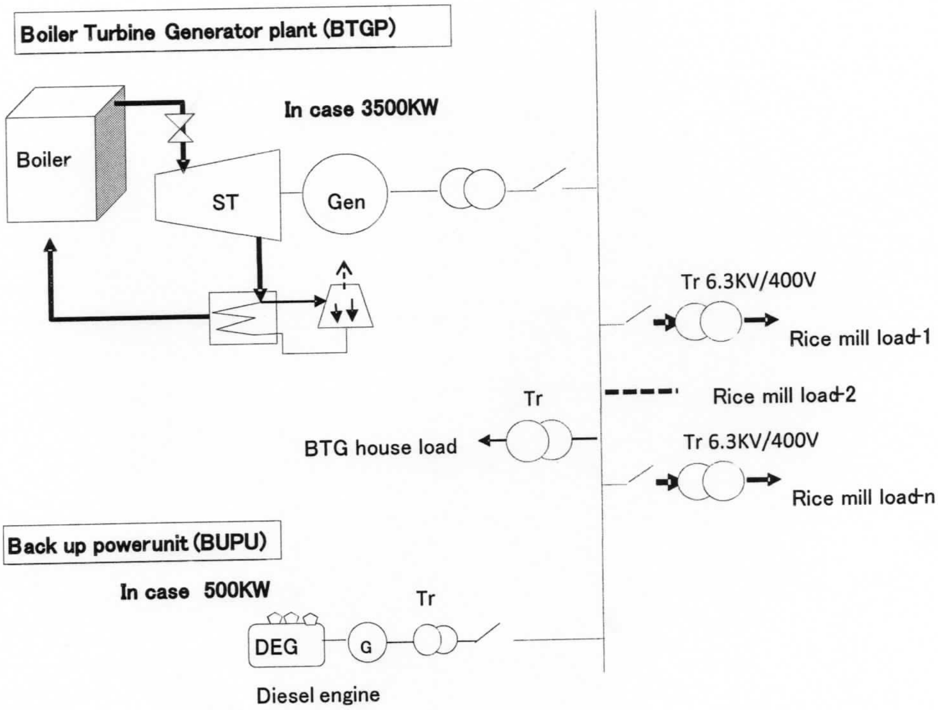


Figure-1 - Power Plant Configuration

(Note: Numerical numbers described below shall only be for Contractor's reference.)

1.1.7 Rice husk as fuel shall be provided by the Owner. It means rice husk quality will be within similar quality range with some allowance.

(a) In case its supply quantity is not satisfied for the quantity required from BTGP resulted of varied RMP husking operation, the shortage of rice husk will be supplied from outside by the Owner with some deviation in the quality supplied from RMP.

(b) Boiler specification and fuel conveyer system shall be designed to meet the capability including above deviation considering Contractor's design margin.

1.1.8 The BTGP Operation requirement is further described in Owner's requirement for RMP (Section 4.1).

(a) The RMP shall be operated 24 hours per day during the peak season which one is from November to February and the second peak is from April to June.

(b) The Paddy receiving system shall be operated about 20 hours per day. Based on above situation, load demand will be managed to meet day-time- load and night-time load.

(c) During the months of September and October, the RMP shall be shut-down for maintenance of all equipment and to ensure its readiness for start-up and reliable operation over the following 10 months. The Power Plant must provide for this shut down and incorporate appropriate conservation procedures.

(d) BUPU shall be operated to supply small amount of power for the Office Building and Canteen, Common facility of the RMP and the emergency power for charging to DC battery in BTGP.

(e) The boiler loading and Steam turbine-Generator loading from started power generation shall be operated automatically by the BTG control system. Main auxiliary shall be operated from the remote operation panel. All key field data needed for operation shall be monitored at the control room.

(f) Operation reliability of power plant shall achieve 24 hours per day operation during the peak season period as described above.

(g) Operation and maintenance manual shall be prepared by the Contractor and it shall be confirmed its usefulness by demonstration during the pre-commissioning and commissioning period in not only during safety Start-up and shut down operation but also during high reliable operation.

(h) Figure 2 shows conceptually the Owner's requirement for Power plant (BTGP and BUPU) start up from cold condition and the assumed typical daily BTGP loading pattern derived from RMP operation plan.

1.1.9 The start-up procedure shall consider two patterns of start-up, one is cold start-up and the second is hot start-up.

(a) The cold start-up means that BTGP is started up from the steam boiler/steam turbine metal temperature condition in ambient temperature. This should take long time to start to generate electric power.

(b) Hot start-up means that BTG is started from hot temperature in steam boiler/steam turbine metal. This will take shorter time than cold start-up for generating electric power.

1.1.10 On top of the above start-ups, BUPU shall supply auxiliary power.

1.1.11 Typical start-up steps shall assume the following.

(a) BUPU is started up by diesel oil and after reaching rated speed, BUPU generator is synchronized to the MVPL and it will be ready for supplying electrical power for BTGP auxiliary power.

(b) Boiler and Turbine auxiliary shall be started up step by step.

(c) Boiler firing and its steaming condition to be ready for loading, BTGP generator is synchronized to the MVPL and to be ready loading to meet RMP equipment operation. Frequency at the generator end shall be the main operation target from that time.

(d) BUPU shall be kept to run for a while to support the frequency control of the generator end.

(e) If it is confirmed that the BTGP has reached steady operation with near rated load of RMP, then, BUPU shall be stopped or maintained at no-load.

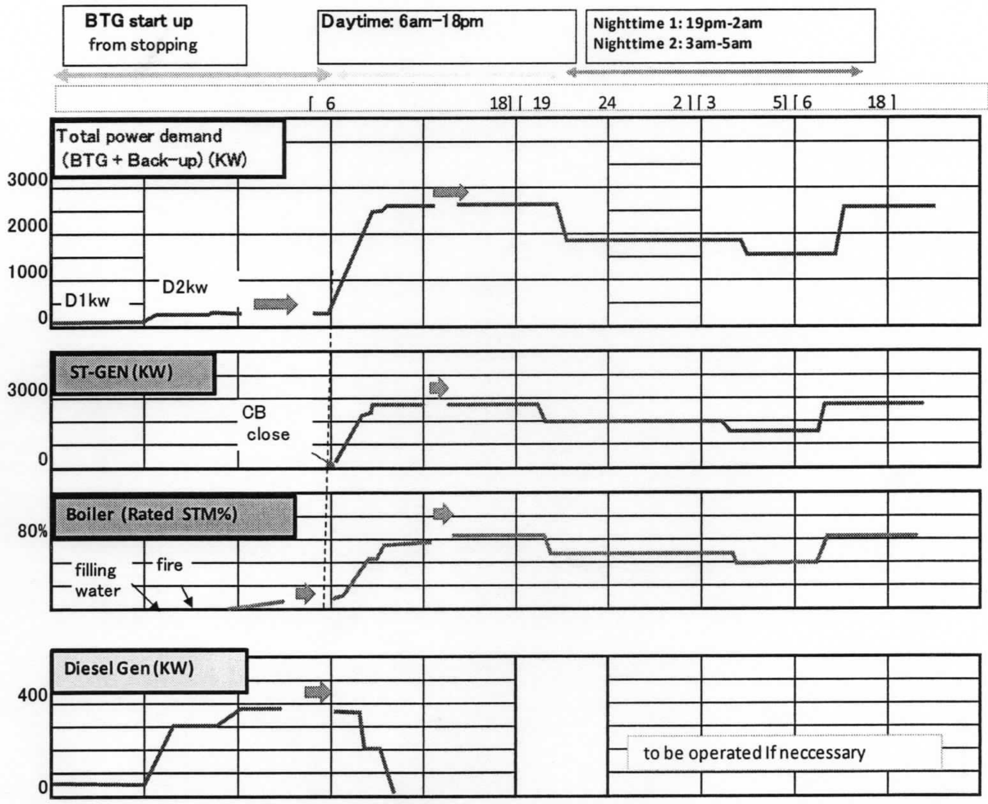


Figure 2 Power Plant Operation image

(Note: Numerical numbers described below shall only be for Contractor's reference.)

1.1.12 Fuel storage and handling shall comprise:

(i) Rice husk warehouse or equivalent system (refer also to Clause 8.1.2.

(ii) Rice husk receiving hopper if needed

(iii) Rice husk moving conveyor to boiler bunker

(iv) Boiler bunker for boiler feeding

Steam Boiler

1.1.13 The rice husk fired boiler with boiler pressure parts shall comprise:

(i) Evaporation system consisting of Single steam drum combined with water tube and fire tube, boiler bank, furnace water wall panel and water wall headers.

(ii) Economizer as heat recovery equipment.

(iii) Super-heaters in taking multi-stage and de-super-heater for super-heat temperature control.

(iv) Combustion furnace and combustion gas circulation depending on the type of boiler.

1.1.14 Its piping and valves shall comprise:

(i) Feed water piping from deaerator to feed pump, feed pump to economizer, economizer to steam drum.

(ii) De-superheater spray piping from feed pump outlet to the superheater.

(iii) Minimum recirculation piping from pump outlet to deaerator tank.

(iv) Main steam: Superheater outlet header to main steam stop valve and then to turbine inlet valve.

(v) Vents: Piping up to 1m above boiler roof for start-up vent, safety valve discharge and air vent on the steam drum.

(vi) Blow down and drain: all piping up to blowdown tank, connection pipe to waste water pit.

(vii) Auxiliary steam: Steam pressure reduction station up to soot blowers and deaerator.

(viii) Sampling: Sampling piping up to feed water pipe, drum water, main steam pipe etc..

(ix) Valves: The valve system as per BS/ASME or as per equivalent standards.

1.1.15 Chemical dosing system shall comprise:

(i) Deaeration system consisting of a deaerator and deaerator storage tank.

(ii) High pressure dosing system to maintain pH of water in the boiler.

(iii) Low pressure dosing system to feed chemical of scavenging oxygen into the deaerator.

1.1.16 The Feed water pumping system shall comprise two feed water electrical pumps with drive motors, with one pump having 100% of rated capacity.

1.1.17 The Fuel feeding system shall comprise:

(i) Fuel bunker (Boiler service silo)

(ii) Conveyer system carrying fuel from rice husk storage area.

1.1.18 The Draft System shall comprise:

(i) One (1) unit primary forced draft (PFD) fan with drive motor, One (1) unit Induce draft (ID) fan with drive motor and one (1) secondary forced draft (SFD) fan if boiler type is CFB (Circulated fluidized bed).

(ii) Air ducting from PFD (SFD) fan to air heater and up to furnace, flue gas ducting from furnace to boiler bank, boiler bank to economizer, economizer to dust collector, dust collector to ID fan and ID fan to chimney.

(iii) The air and flue gas ducts are provided with proper expansion joints, dampers and supports wherever required.

1.1.19 Accessories shall include:

(i) Soot blowing system consisting of rotary soot blowers for boiler bank and economizer.

(ii) Blow down tank with necessary nozzles, openings and fittings.

1.1.25 **The BTGP Generator**

The BTGP Generator shall comprise one (1) unit 50Hz, 0.8 power factor, horizontal foot mounted, water drip proof, Air cooling, Proper insulation class. It shall include:

(i) Excitation system and AVR with operation panel.

(ii) Current transformers.

(iii) Protection Relay and metering panel.

(iv) Synchronization control system.

(v) One set of battery and battery charger.

(vi) NGR panel.

(vii) Lighting Arrester, PT and SC panel.

(viii) Power buss to transformer or Middle voltage power line.

(ix) Instrument and sensor as needed for operation and control of generator.

1.1.26 **The BUPU**

One diesel engine generator system with fuel tank.

Control and monitor and instruments

1.1.27 Control and monitors and instruments shall include:

(i) Operation panel,

(ii) Operation CRT desk in control room.

(iii) Alarms, Annunciators, Indication lamps, Buzzer.

(iv) Main process indicator.

(v) MCC for all the drives included in the Scope of supply in this section.

(vi) Cabling consisting of power, instrument signal and control cabling.

(vii) DCS connected with Programmable logic Controller (PLC) and Remote Plant input output (RPIO): Auto-manual changeover selector: boiler feed water, Furnace draft, Steam pressure steam temperature, Fuel feeding, steam turbine speed-loading.

(viii) Independent control: AVR control, Steam turbine governing control, Cooling water and cooling tower control. Needed signal shall be connected to DCS.

(ix) Single loop control: Sootblower steam pressure reducing station, Manual loaders for PFD and SFD fan, Deaerator pressure-level control, low pressure feed water heater level and condenser well level.

(x) Measuring instrument and adapter: Temperature, Pressure, flow and level instruments, Safety valves, mounting rack, enclosed box, connection cables, tubing and piping for instrumentation.

(xi) Local indicator for temperature, pressure and level etc..

(xii) All Sensors and transmitter.

(xiii) Control valves, actuator valve and motor drive control valve.

Cooling Tower

1.1.28 A Cooling tower shall be provided. It will include:

(i) Circulation water pumps with motor,

(ii) Cooling tower air fan with motor.

(iii) Chemical dosing system.

(iv) Piping to steam turbine condenser, to generator cooling and BTGP auxiliary cooling.

(v) Make-up water piping from water treatment equipment, blow down piping to Waste water pit.

(vi) Valves: as required for above piping.

Deaerator system

1.1.29 A Water spray and tray de-aerator (Dissolves oxygen) system shall be provided including:

(i) Deaerator storage tank for the feed water pump suction.

(ii) Valves as required for above equipment including the steam turbine.

Compressed Air System

(iii) Air compressors.

(iv) Motors for air compressors.

(v) Instrument air dryer.

(vi) Air receivers.

(vii) Control panel for compressors.

Hoists

1.1.30 The Contractor shall provide one hoist having appropriate pulling capacity for disassemble and restoring work on Steam turbine generator maintenance work. In addition it will provide one chain pulley block.

Fire-fighting system

1.1.31 The Contractor shall provide portable fire extinguishers for areas such as Battery room, Electrical room, Lube oil system area, Control room and Fuel conveyor etc..

1.1.32 The Contractor shall provide an appropriate Fire Fighting System for the steam turbine generator.

Insulation

1.1.33 All Hot temperature pipe or parts which might be accessed by operational staff shall be effectively protected with a insulation to ensure the safety of the operational staff.

Painting

1.1.34 All exposed metal parts of the equipment will be painted with one coat of suitable protective paint after preparing the surface. The quality of finished paints will be as per best engineering practices/standards and to be of color specified by the Owner.

Balance of Power Plant –Electrical

1.1.35 The following are included in the Balance of plant electric equipment:

(i) Generator CB and DS.

(ii) Generator transformer if needed for voltage change to meet Middle voltage power line.

(iii) Synchronizing panel.

(iv) Step down transformer for BTGP auxiliary.

(v) PCC.

(vi) MCC.

(vii) All power cable of middle voltage power line.

(viii) All power cable of low voltage in BTGP and BUPU.

(ix) Step down transformers for RMP.

(x) Low voltage power switch board.

(xi) Control & Instrumentation cables.

(xii) Plant illumination system.

(xiii) Cable trays, earth pole and earth cable etc..

(xiv) Local control box and RPIO.

(xv) Erection material.

(xvi) Communication signal cable and junction box or radio transmission antenna and receiving box between control room, boiler field, turbine field and RMP MCC.

(xvii) Capacitor Bank.

Power Plant Boundary

1.1.36 Power Plant boundary and terminal interface are the followings:

(i) Fuel: inlet of the rice husk storage warehouse.

(ii) Electrical Power: Low voltage (example: 400 V) terminal at outlet of

(iii) Step-down transformer located in RMP load center in each process building.

(iv) Primary treated raw water: At the outlet primary treated raw water tank.

(v) Lube oil and Chemicals: at the inlet of the respective tanks.

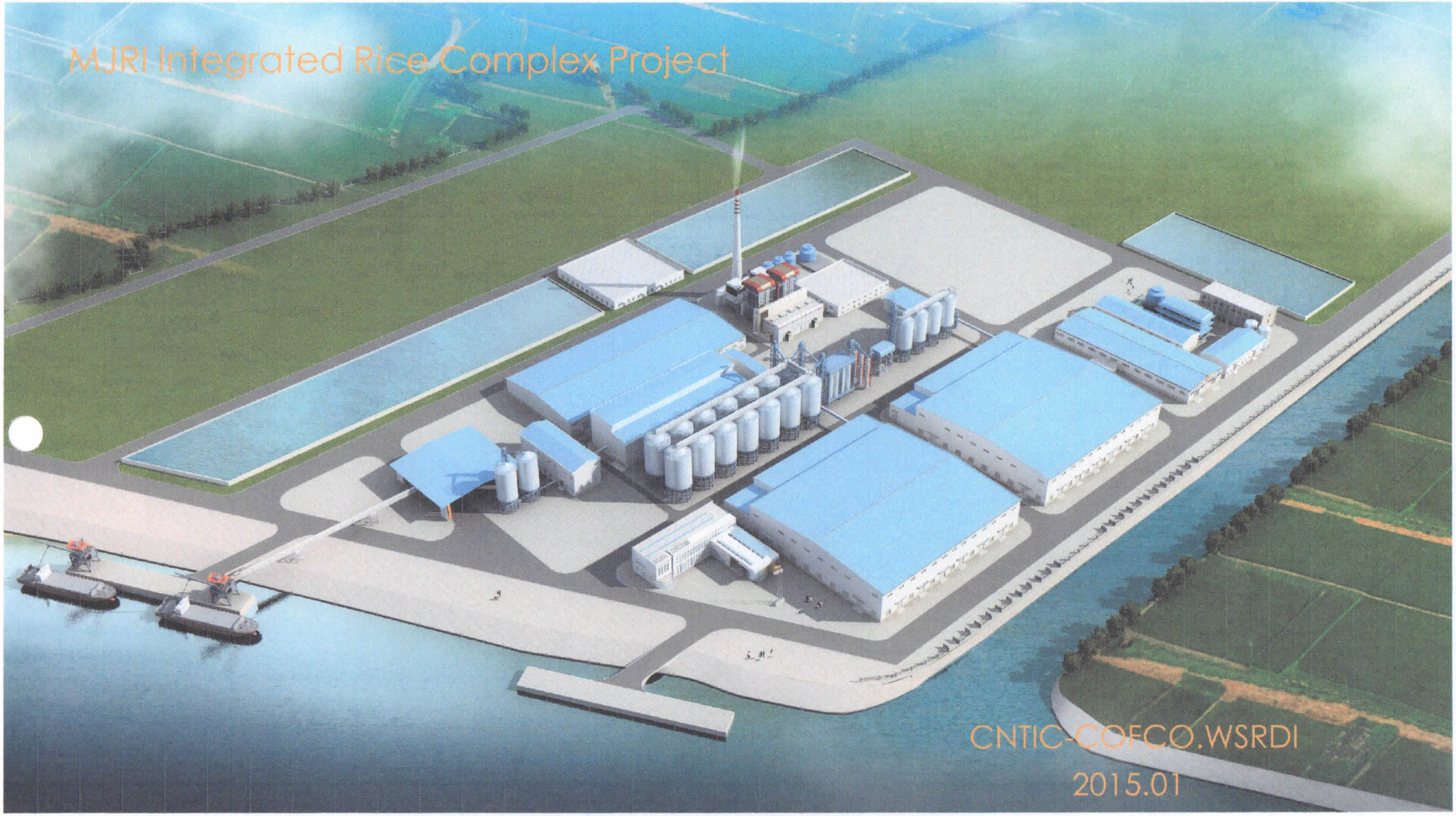
(vi) Wastewater: at the outlet of the Power Plant boundary.

(vii) Vents: at safe elevation from the respective equipment.

(viii) Drains: at the outlet of the Power Plant boundary.

(ix) Flue Gases: at the outlet of chimney.

(x) Ash: at the outlet of ash silo.

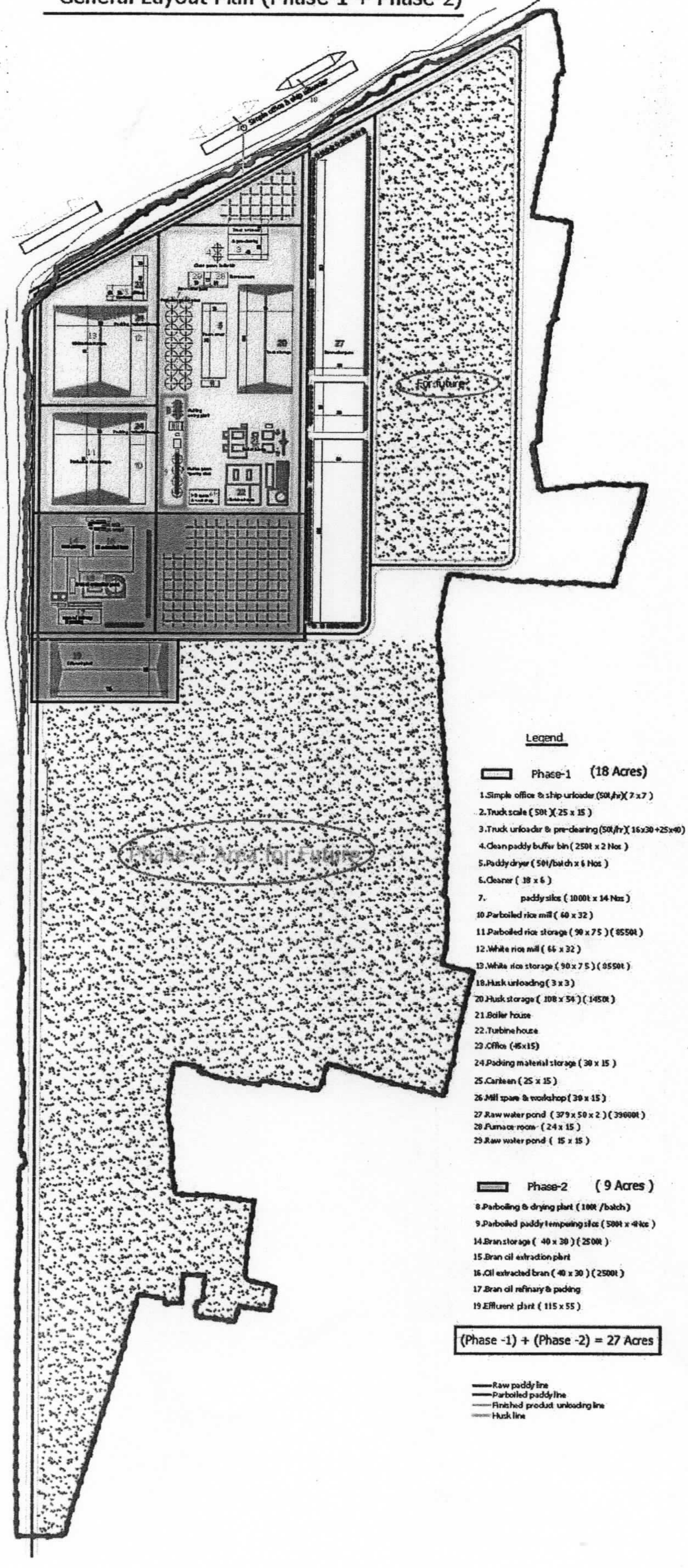

MJRI Integrated Rice Complex Project
CNTIC-COFCO.WSRDI
2015.01

MJRI

Integrated Rice Complex Project

General Layout Plan (Phase-1 + Phase-2)

MJRI



MJRI

MJRI

7

MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

Integrated Rice Complex Project (IRCP) – Twantay

First Phase List

1. Simple office & ship unloader ....(50t/hr) (7 x 7)
2. Truck scale ....(50t) (25 x 15)
3. Truck unloader & pre-cleaning ....(50t/hr) (16x30 + 25x40)
4. Clean paddy buffer bin ....(250t x 2 Nos)
5. Paddy Dryer ....(50t/batch x 6 Nos)
6. Cleaner ....(18 x 6)
7. Paddy silos ....(1000t x 14 Nos)
8. Parboiled rice mill ....(60 x 32)
9. Parboiled rice storage ....(90 x 75) (8550t)
10. White rice mill ....(66 x 32)
11. White rice storage ....(90 x 75) (8550t)
12. Husk unloading ....(3x3)
13. Husk storage ....(108x54) (1450t)
14. Boiler house
15. Turbine house
16. Office ....(45x15)
17. Packing material storage ....(30 x 15)
18. Canteen ....(25 x 15)
19. Mill Spare & workshop ....(30 x 15)
20. Raw water pond ....(379 x 50 x 2) (39000t)
21. Furnace room ....(24 x 15)
22. Raw water pond ....(15 x 15)

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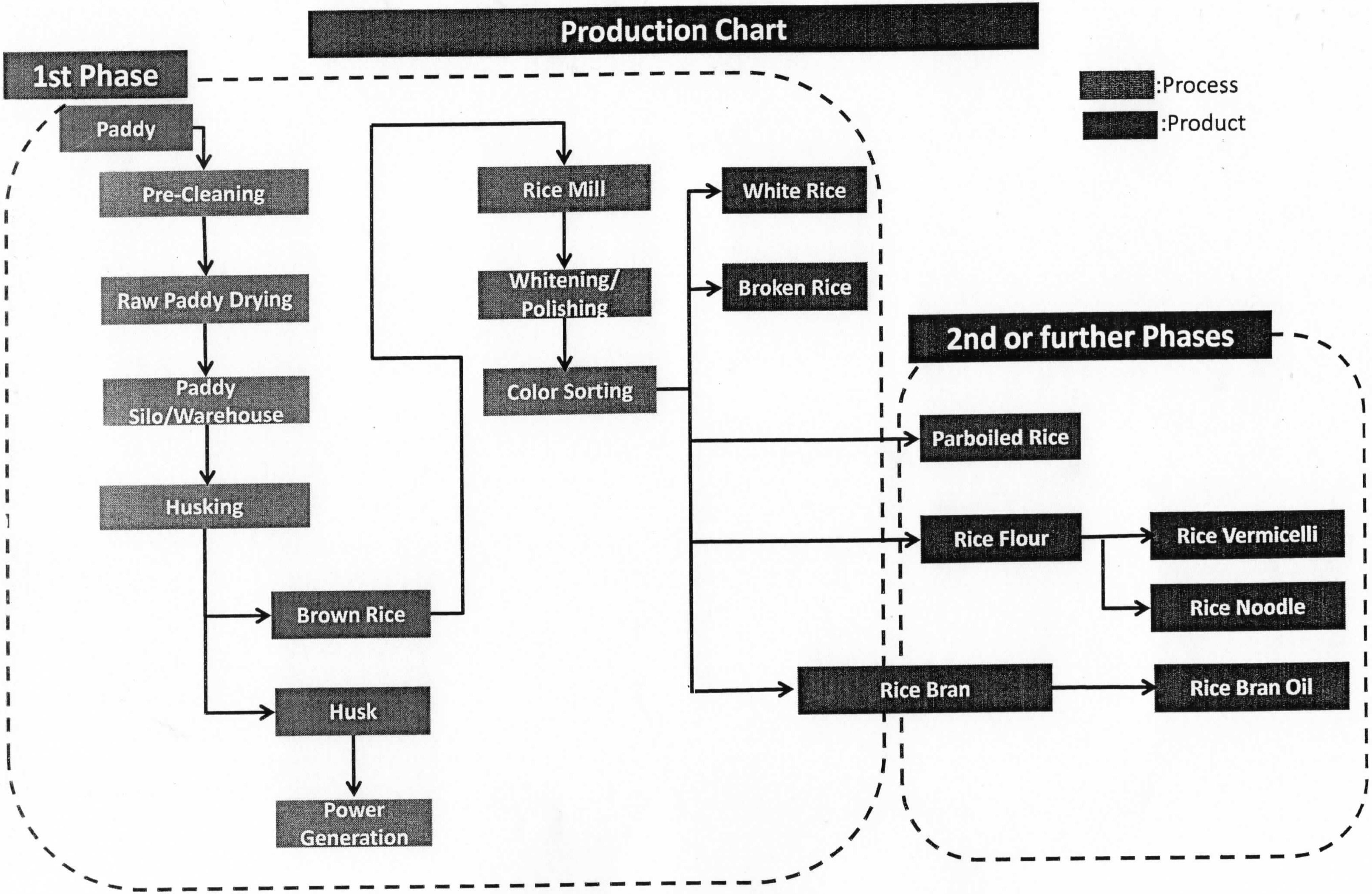
Second Phase List

1. Parboiled paddy tempering silos ....(500t x 4Nos)
2. Parboiling & drying plant .... (100t / batch)
3. Bran storage .... (40 x 30) (2500t)
4. Bran oil extraction plant
5. Oil extracted bran ....(40 x 30) (2500t)
6. Bran Oil refinery & packing
7. Effluent plant ....(115 x 55)

Integrated Rice Complex Project Land Plot Photos



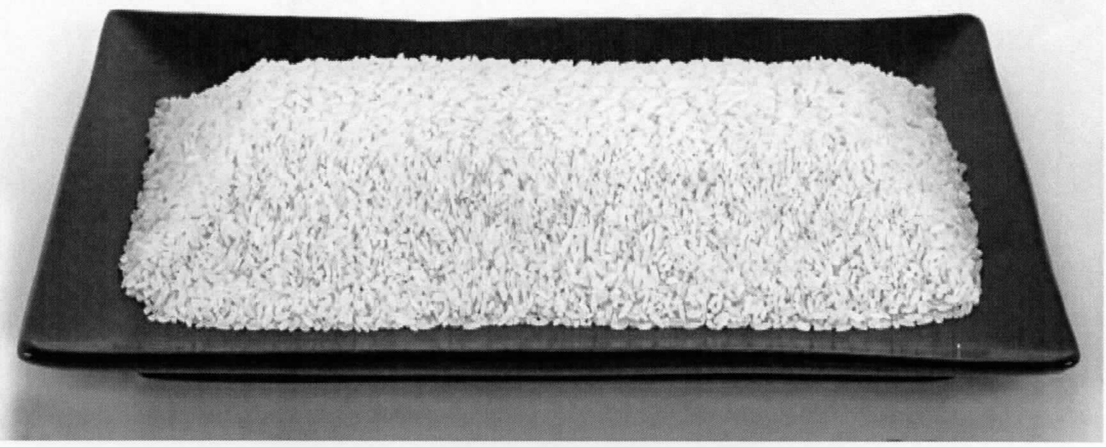




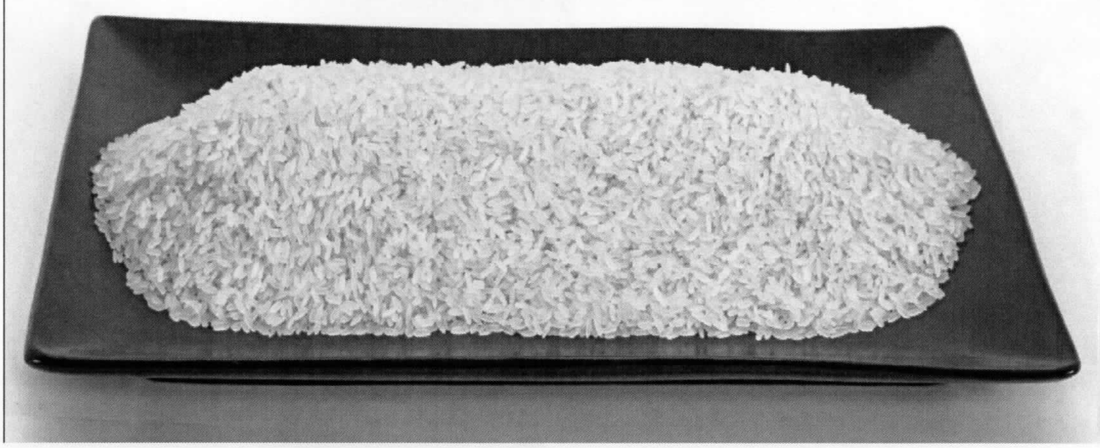
Please refer to Documents No. 30 "Picture of Products" as appearance of each product.

Product Photos

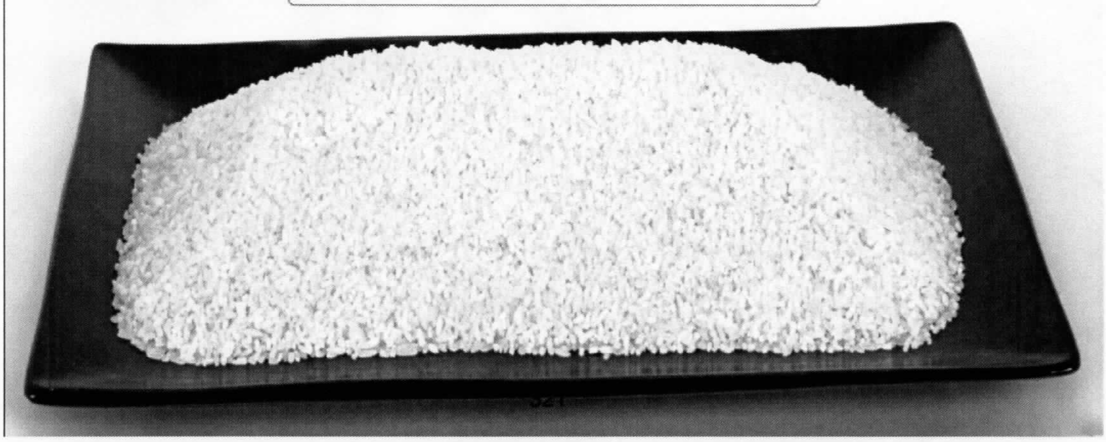
Premium White Rice



Parboiled Rice 100%



Broken B - 1, 2



MJRI Myanmar Japan Rice Industry Co., Ltd.
No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon.

Myanmar Japan Rice Industry Company Limited
Contract Farming ပြုလုပ်မည့်အစီအစဉ်

ရန်ကုန်တိုင်းဒေသကြီး၊ ကော့မှူးကွမ်းခြံကုန်းနှင့် တွံတေးမြို့နယ်ရှိ ရေမြေသဘာဝအရရေတော်မိုးတော် ရေကြီးကွင်းရေနက်ကွင်း၊ သဲဆန်ကုန်းကြောဟူ၍ သဘာဝအခြေခံအလိုက်စပါးစိုက်ပျိုးပါသည်။ ယင်းသုံးမြို့နယ်ရှိမိုးစပါး၊ နွေစပါးစိုက်ဧရိယာများအနက်၊MJRI နှင့် အကျိုးတူပူးပေါင်းဆောင်ရွက်လိုသောတောင်သူများနှင့် ပိုင်းကြီးချုပ်စနစ်ဖြင့်၊ အစုအဖွဲ့များဖွဲ့ပြီးစပါးစိုက်ပျိုးထုတ်လုပ်မည်ဖြစ်ပါသည်။ MJRI မှ အကျိုးတူ ဆောင်ရွက်မည့်တောင်သူများအားသွင်းအားစုအနေဖြင့် မျိုးကောင်းမျိုးသန့်မျိုးစေ့၊ ဓါတ်မြေဩဇာ၊ စိုက်ပျိုးစရိတ်တို့ကိုပံပိုးပေးပြီးထွက်ရှိလာသောစပါးများကိုအာမခံဈေးနှုန်းဖြင့် ပြန်လည်ဝယ်ယူပေးရန်ဖြစ်ပါသည်။ ထို့အပြင် တောင်သူများအားအထွက်တိုးစိုက်ပျိုးနည်းစနစ်၊ပိုးမွှားရောဂါကာကွယ်နှိမ်နင်းခြင်းစသည့်သိပ္ပံနည်းကျစိုက်ပျိုးနည်းစနစ် (Good Agriculture Practices) များအား လက်တွေ့ကူညီပေးခြင်းတို့ကို ဆောင်ရွက်ပေးခြင်းဖြင့်၊ တောင်သူများသီးနှံအထွက်တိုးခြင်းနိုင်မာသောဈေးကွက်ရရှိခြင်းစသည့်လက်ငင်းအကျိုးကျေးဇူးများရရှိသဖြင့်နှစ်ဦးနှစ်ဖက် အကျိုးကျေးဇူး(win win) ရရှိသောနည်းစနစ်တစ်ခုဖြစ်ပါသည်။

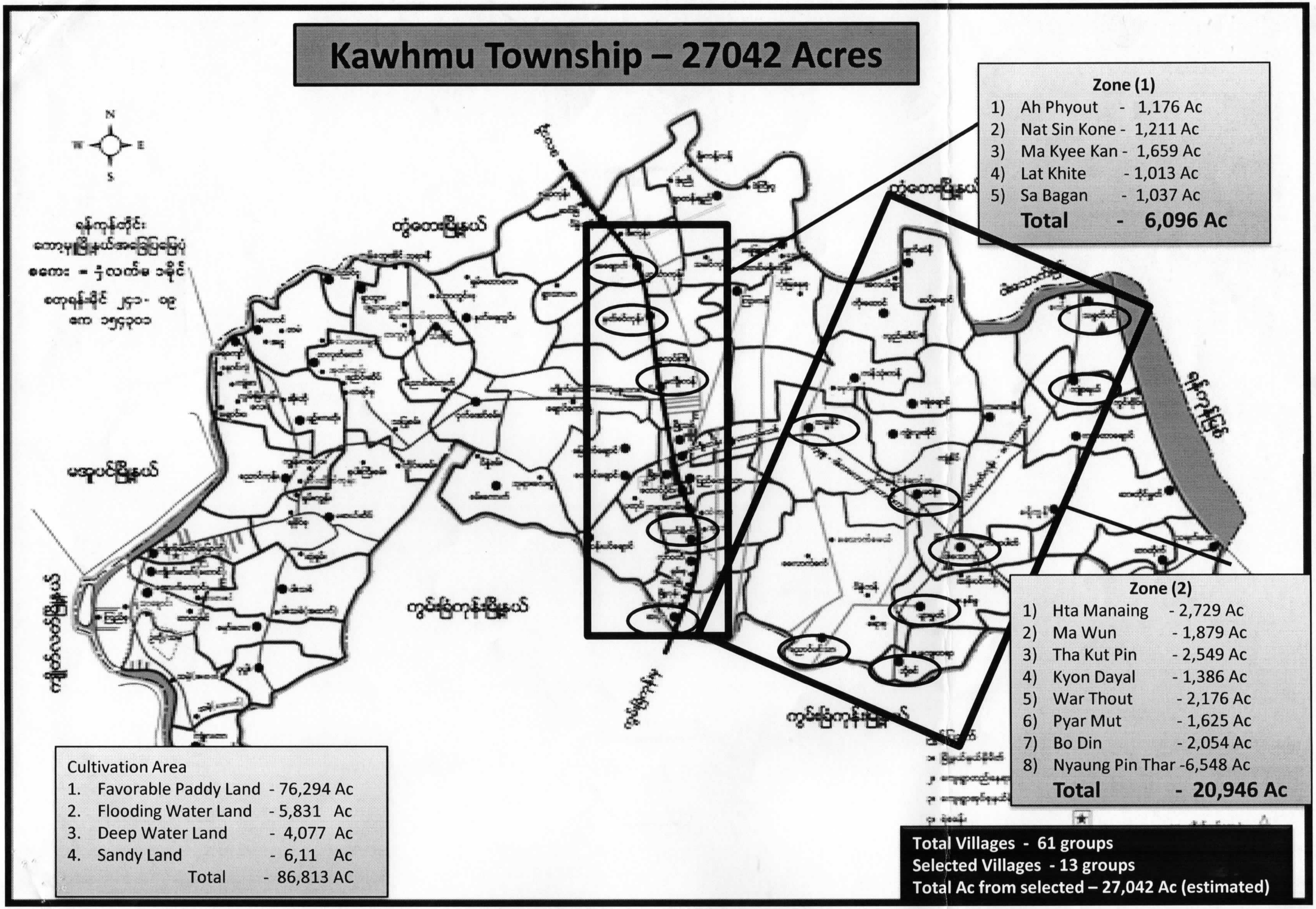
တောင်သူလယ်သမားမိသားစုများ၏ လိုအပ်ချက်များကို ၎င်းတို့မိသားစုတစ်ခုချင်းအနေဖြင့် လက်လှမ်းမမှီနိုင်ကြသည့်အပေးတွင် ပုဂ္ဂလိကပြည်တွင်း/ပြည်ပရင်းနှီးမြှပ်နှံမှုများစသည့် လယ်ယာကဏ္ဍဆိုင်ရာ ထုတ်လုပ်မှုတွင်းဘက်ပါဝင်ကြသူများ ပူးပေါင်းဆောင်ရွက်မှုအပေါ် နိုင်ငံတော်မှလည်း အားပေးကူညီလျှက်ရှိခြင်းကြောင့် ယခုဆောင်ရွက်သည့်အကျိုးတူပူးပေါင်းစိုက်ပျိုးခြင်း (Contract Farming) သည်ဒေသခံတောင်သူများ၏ လယ်ယာကဏ္ဍ လူမှုစီးပွားဘဝနှင့် လူနေမှုဘဝများတိုးတက်ဖွံ့ဖြိုးသာယာနိုင်မည်ဖြစ်ပါသည်။

အကျိုးတူကန်ထရိုက် လယ်ယာစနစ်ဖြင့် ပူးပေါင်းထုတ်လုပ်ခြင်းဆိုင်ရာ စီမံချက်ကို နောက်ဆက်တွဲပူးတွဲပါအတိုင်းဖော်ပြအပ်ပါသည်။

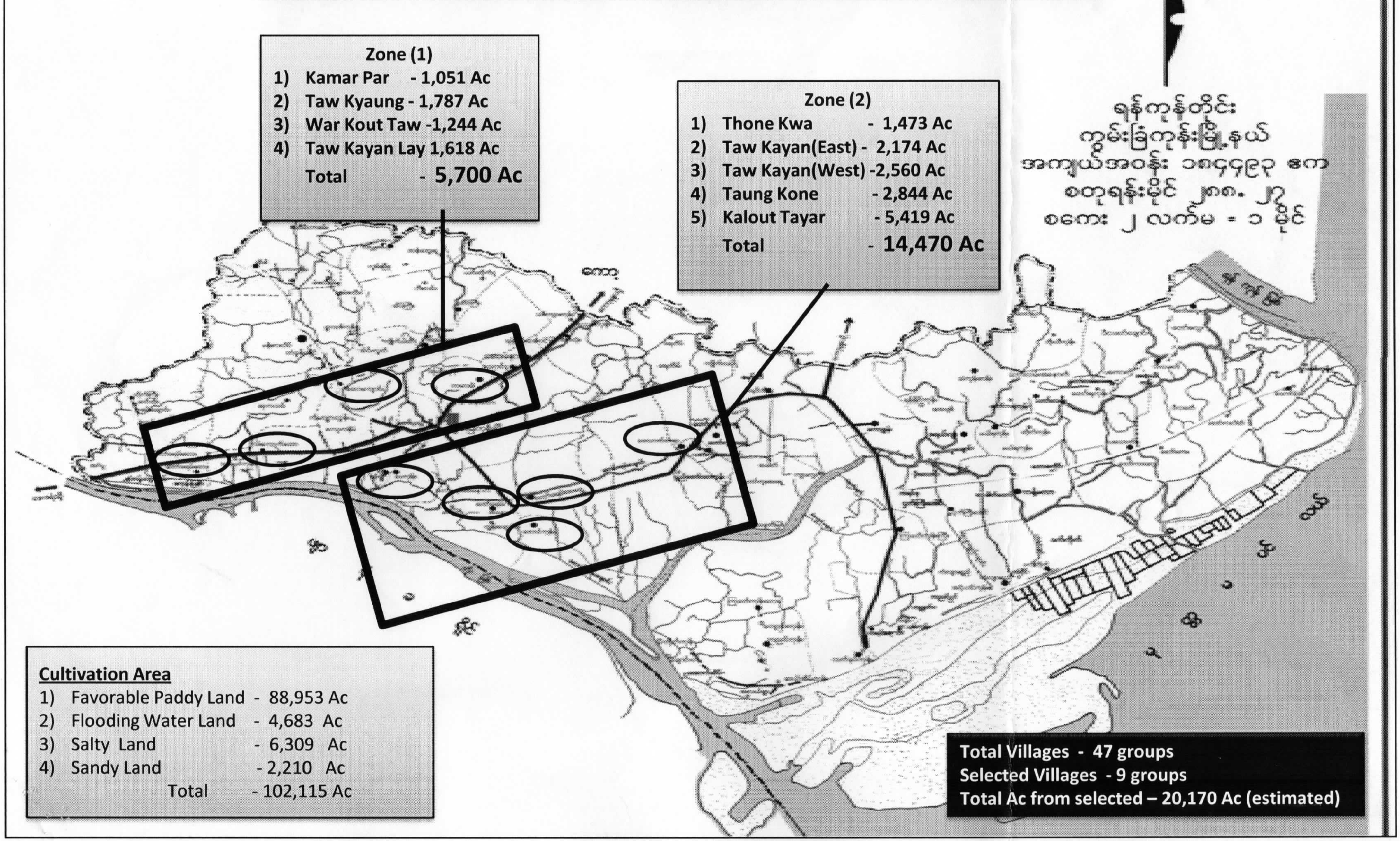
Contract Farming Activity in Proximity of IRCP Twan Tay, Myanmar

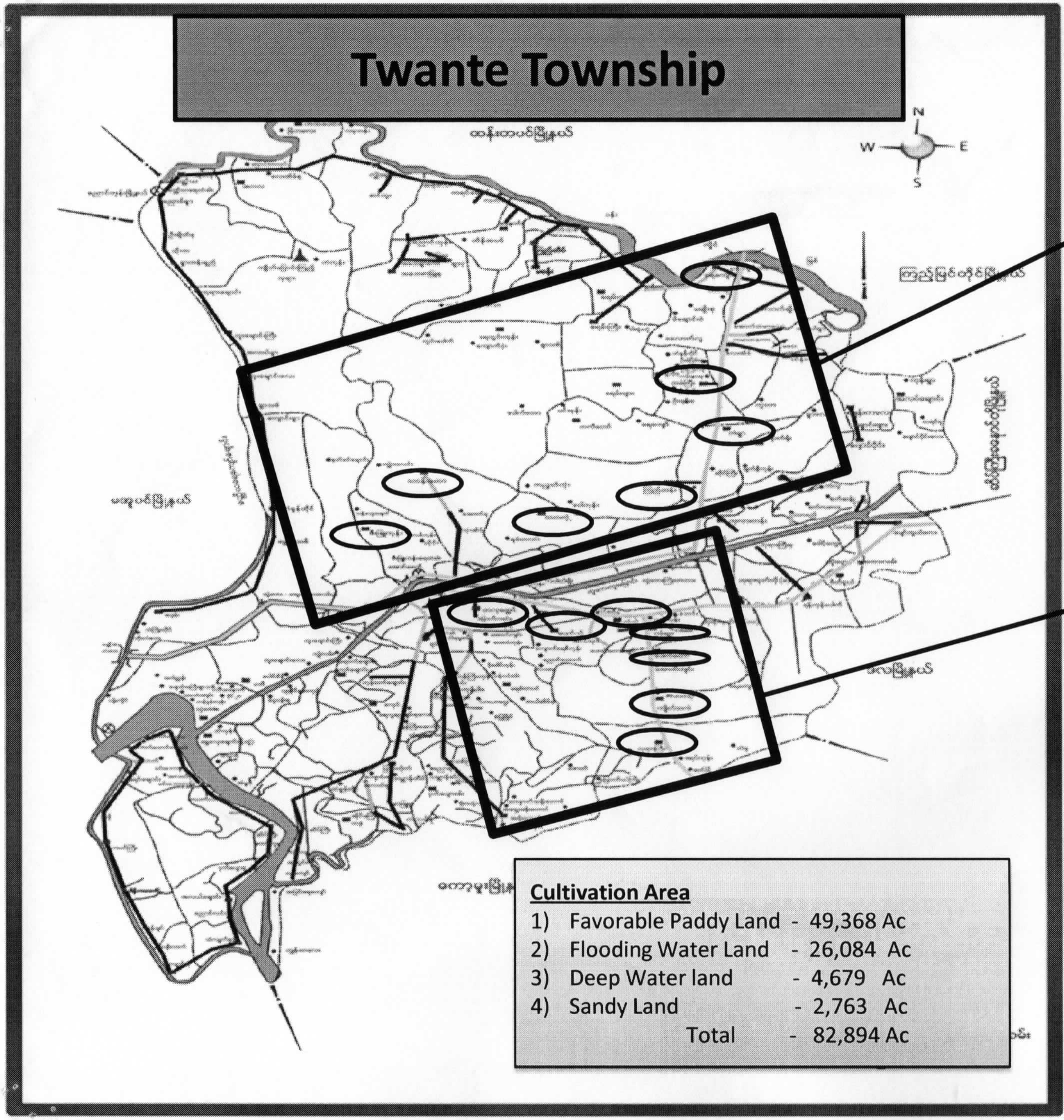
MAPCO

MJRI
Myanmar Japan Rice Industry Co., Ltd.


Kawhmu Township – 27042 Acres
Zone (1)
1) Ah Phyout - 1,176 Ac
2) Nat Sin Kone - 1,211 Ac
3) Ma Kyee Kan - 1,659 Ac
4) Lat Khite - 1,013 Ac
5) Sa Bagan - 1,037 Ac
Total - 6,096 Ac
Zone (2)
1) Hta Manaing - 2,729 Ac
2) Ma Wun - 1,879 Ac
3) Tha Kut Pin - 2,549 Ac
4) Kyon Dayal - 1,386 Ac
5) War Thout - 2,176 Ac
6) Pyar Mut - 1,625 Ac
7) Bo Din - 2,054 Ac
8) Nyaung Pin Thar -6,548 Ac
Total - 20,946 Ac
Cultivation Area
1. Favorable Paddy Land - 76,294 Ac
2. Flooding Water Land - 5,831 Ac
3. Deep Water Land - 4,077 Ac
4. Sandy Land - 6,11 Ac
Total - 86,813 AC
Total Villages - 61 groups
Selected Villages - 13 groups
Total Ac from selected – 27,042 Ac (estimated)

Kwan Chan Kone Township – 20170 Acres





Zone (1)

1) Yay Kyaw - 896 Ac
2) Taman Kyi - 1,297 Ac
3) Kan Ywar - 1,083 Ac
4) Kyi Tan - 2,117 Ac
5) Ta Kalei - 2,092 Ac
6) Thawun Taw- 1,586 Ac
7) Zee Phyu Kone-334 Ac

Total - **9,405 Ac**

Zone (2)

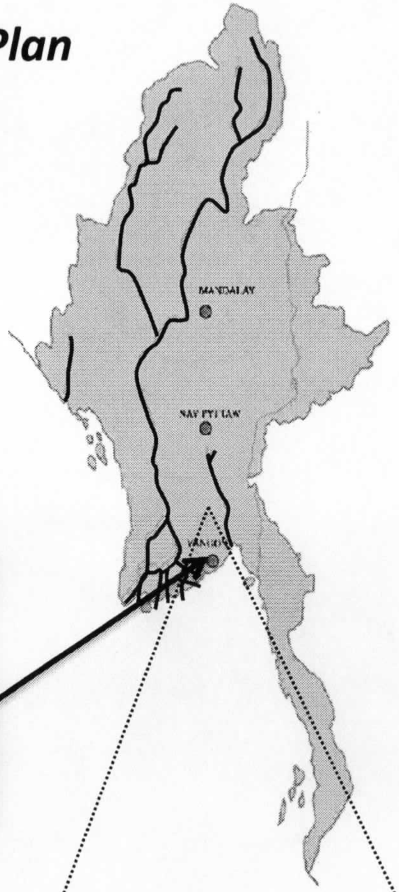
1) Talote Taw - 41 Ac
2) Htaw Tho - 275 Ac
3) Kan Bae - 135 Ac
4) San Ywar - 143 Ac
5) Pout Taw - 672 Ac
6) Kyike Thalei – 942 Ac
7) Phayar Kyi - 817 Ac

Total - **3,025 Ac**

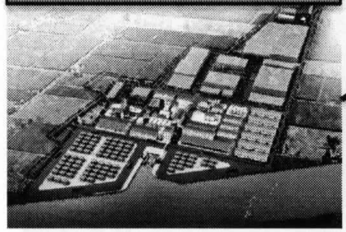
Total Villages - 64 groups
Selected Villages - 14 groups
Total Ac from selected – 12,430 Ac (estimated)

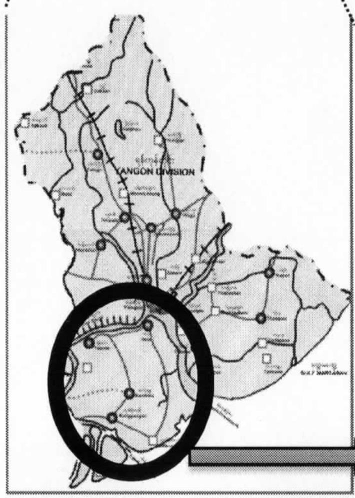
Contract Farming Plan

2014-2015



Twan Tay IRCP





1. Twan Tay - 12430
2. Kwan Chan Kone - 20170
3. Kawt Mhu - 27042

Total - 59642

Total Area (Acres)	59642	
Monsoon (100%)	59642	
Summer (20%)	11928	
Total Production	**71570**	
(1 Ac = 1.25 MT)	**89463**	
Total Production (MT)	90000	
Total Purchase (230$/MT)	20700000	(20.7 million)
Monsoon (Ac)	60,000	
Pre-harvest Credit		
1. Fertilizer	9,000,000	(30 $)
2. Seed		(20 $)
3. Mechanization Fees		(100 S)
Post-harvest Purchase	8,250,000	(137.5 $)
Total Monsoon Purchase	**17,250,000**	
Summer (Ac)	12,000	
Pre-harvest Credit		
1. Fertilizer	1,800,000	(30 $)
2. Seed		(20 $)
3. Mechanization Fees		(100 S)
Post-harvest Purchase	1,650,000	(137.5$)
Total Monsoon Purchase	**3,450,000**	
Total Purchase M + S	**20,700,000**	(20.7 million)

Agri-Financing & Risk Management

MAPCO

Main obstacles for access to finance in agriculture

Farm level

- No economies of scale
- Vulnerability to weather risk (MRF+MAPCO+ SFSA)
- Infrastructure/transport
- Lack of affordable inputs
- Low penetration of machinery
- Land related issues, disputes
- Land Registration Process
- Lack of skills
- No understanding of bank requirements
- Weak Networking

Institutional level

- Unpredictable government policies
- Political intervention in agri markets
- Lack of National Policy & Strategy
- Lack of Credit Insurance Programs
- Lack of Crop Insurance Program (MRF+MAPCO+ SFSA)

Bank level

- Lack of understanding of agriculture markets
- Large distance between bank branch and farmers
- Mismatch in financial products and sector needs
- Lack of long-term funding – Regional Bank

Contract Farming – Intended Support to Farmers who want to reform their land

FARM LAND REFORMING IN MYANMAR

Feature

- Rectangular plot shape
- Equal plot size (1 acre)
- Horizontal surface level
- Good irrigation and drainage
- Farm road



Advantage

- More effective to utilize farm machinery
- Support to crop yield higher.
- Better quality in crop production.
- Uniform quality in crop production.
- Reduce the farm production cost.
- Improve the farmer's income.



(1)Site Surveying



(2)Removing the old bank



(3)Constructing farm road, Irrigation Canal &Drainage



(4) Plowing



(5) Harrowing



(6) Making the new bank



(7) Rough Leveling

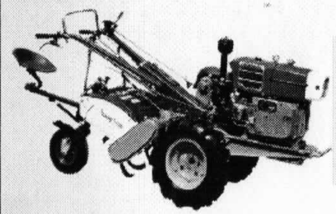


(8) Fine Leveling



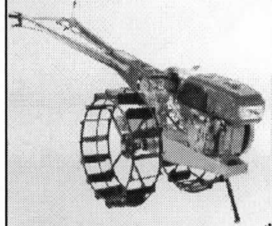
Contract Farming – Intended Support to Farmers under ASC Operations

Land Preparation(Power Tiller)



Power Tiller
16~22 Hp
Myanmar,China,Thai





Upland Tiller(Walking Type)
8~14 Hp- China,Thai

* Mostly used in hill region

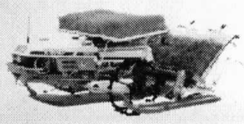


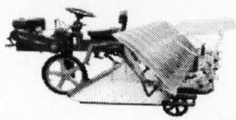
Rice Transplanting













4 rows walking type	8 rows mono wheel riding type	6 rows 4W riding type
5~6 Hp - Korea, China	5~6 Hp -Myanmar, China	11~12 Hp - China

Land Preparation(Tractor)



90Hp Tractor
Kubota(Japan),
Sonalika, Indofarm (India)



70~80 Hp Tractor
John Deere, Zetor (Europe)
Sonalika(India), TN800 (China),Kubota(Japan)



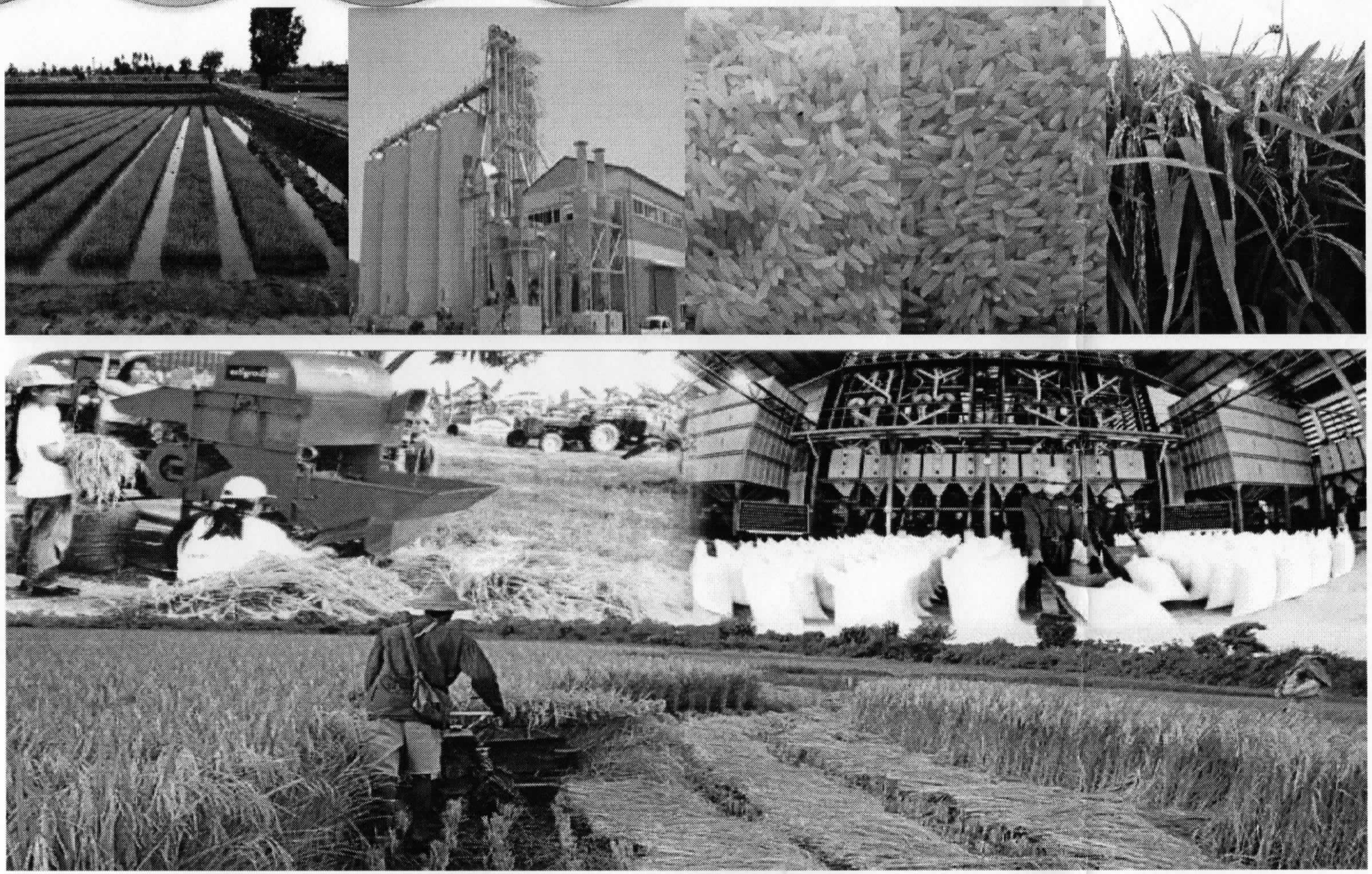
45~65 Hp Tractor
Zwe(Myanmar)
SH50,SH654 (China)
Zetor (Europe)
Kubota (Thai)

Harvesting & Threshing



Comprehensive Rice Supply Chain Mechanism of Twan Tay IRCP Region

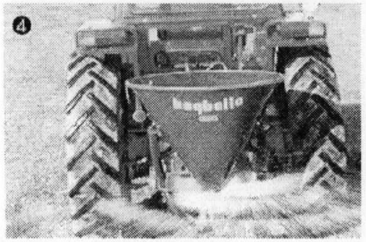


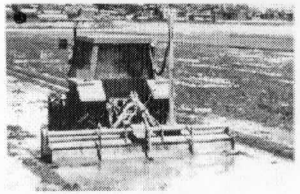


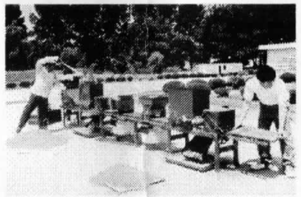
Comprehensive Rice Supply Chain Mechanism of Twan Tay IRCP Region

Tillage → Fertilizing → Soil preparation & seedling → Transplanting


Tractor+Plow


Tractor+Fertilizer

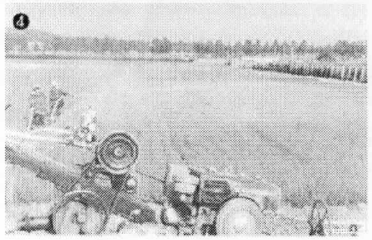

Tractor+Rotavator +Puddler

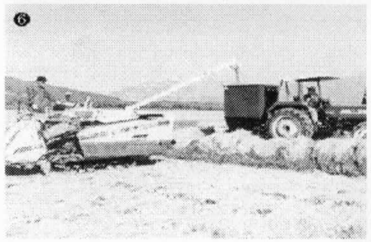

Seeder

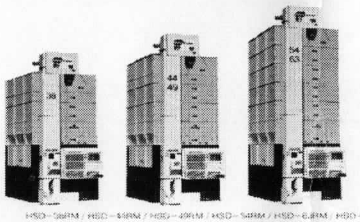

Rice tranplanter

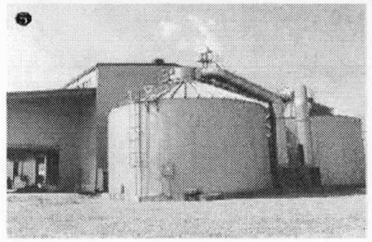
✓Seedling : selection of seed → disinfection → bed soil preparation → planting → soil covering → germination → Growing (30 ~ 40 days) semi-adult seedling

→ Pest control → Harvest → Drying → Storage Milling


Sprayer


Combine harvester


Dryer


Storage-silo

Contract Farming Activity in Proximity of IRCP Twan Tay, Myanmar

End of Report

MAPCO

MJRI

Myanmar Japan Rice Industry Co., Ltd.

ရေအရင်းအမြစ်နှင့်မြစ်ချောင်းများဖွံ့ဖြိုးတိုးတက်ရေးဦးစီးဌာန

တိုင်းဒေသကြီး ဦးစီးမှူးရုံး၊ ဒေသ-၁ ၊ ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ် ၊ ၃၈ / ရလထ / ဒေသ -၁ / ၈၂ /၂၀၁၄

ရက် စွဲ ၊ ၂၀၁၄ ခုနှစ် ၊ ဒီဇင်ဘာလ ၂၃ ရက်

အကြောင်းအရာ။ **ဆိပ်ခံတံတား တည်ဆောက်ခွင့်ပြုခြင်းကိစ္စ**

ရည်ညွှန်းချက် ။ ဤဦးစီးဌာန၊ ရုံးချုပ်၏ ၂၀၁၄ ခုနှစ်၊ ဒီဇင်ဘာလ(၉)ရက်၊ ရက်စွဲပါ စာအမှတ်၊ ၁၁ / ရလထ/ ရအန- ဖ၁/ ၂၀၁၄

အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ ရန်ကုန်တိုင်းဒေသကြီး၊ တွံ့တေးမြို့နယ်၊ တွံ့တေးတူးမြောင်း (၉.၅)မိုင် အနီးတွင် Myanmar Agribusiness Public Corporation Limited ကုမ္ပဏီပိုင် စက်ရုံဧရိယာအတွင်း ဆန်နှင့် ဆန်ထွက်ပစ္စည်းများ သယ်ယူပို့ဆောင်ရန် ဆိပ်ခံတံတား (၂)စင်း တည်ဆောက်လိုပါကြောင်း လျှောက်ထားလာခြင်းအပေါ် ရည်ညွှန်းချက်ပါစာအရ ခွင့်ပြုပါသဖြင့် ဤဦးစီးဌာနမှ ချမှတ်ထားသည့်စည်းကမ်းချက်များအတိုင်း လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်သွားရန် အကြောင်းကြားပါသည်။

(အောင်ဇော်ဝင်း)
တိုင်းဒေသကြီးဦးစီးမှူး

Myanmar Agribusiness Public
Corporation Limited

မိတ္တူကို -

- ညွှန်ကြားရေးမှူးချုပ်၊ ရေအရင်းအမြစ်နှင့်မြစ်ချောင်းများဖွံ့ဖြိုးတိုးတက်ရေးဦးစီးဌာန
- ညွှန်ကြားရေးမှူး၊ ရေလမ်းထိန်းသိမ်းရေးလုပ်ငန်းများဌာန
- ဒုတိယညွှန်ကြားရေးမှူး၊ ရေလမ်းညွှန်ဌာနခွဲ
- ရုံးလက်ခံ

ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့ နေပြည်တော်
စာအမှတ်..........
နေ့စွဲ ....

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့

စာအမှတ်၊ ၁၂/လယ-၃၀ (၂၄၇/၂၀၁၄)

ရက်စွဲ၊ ၂၀၁၄ခုနှစ်၊ ဒီဇင်ဘာလ (၉)ရက်

သို့

ရန်ကုန်တိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့

အကြောင်းအရာ။ လယ်ယာမြေကို အခြားနည်းဖြင့် အသုံးပြုခွင့် လျှောက်ထားလာခြင်းကိစ္စ

ရည်ညွှန်းချက် ။ (၁) ရန်ကုန်တိုင်းဒေသကြီး လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့၏ (၆.၆.၂၀၁၄) ရက်စွဲပါစာအမှတ်၊ ၂/၃-၂(၂)/ စီးပွား

(၂) လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန၊ ဝန်ကြီးရုံး ၏ (၃၀.၁၀.၂၀၁၄) ရက်စွဲပါစာအမှတ်၊ ၂/၂၇၀(ည)(၇)(၂၀၃၆/၂၀၁၄)

၁။ ရန်ကုန်တိုင်းဒေသကြီး၊ တောင်ပိုင်းခရိုင်၊ တွံတေးမြို့နယ်၊ ဘုရားငုတ်တိုမြောက် ကျေးရွာအုပ်စုရှိ ကွင်းအမှတ် (၁၂၂-စီ)၊ ဦးပိုင်အမှတ်(၁၁/၄)၊ လယ်မြေဧရိယာ(၂၇.၄၉)ဧက နှင့် ကံတဲ့ကျေးရွာအုပ်စုရှိ ကွင်းအမှတ် (၁၁၄-အေ)၊ ဦးပိုင်အမှတ်(၁)၊ လယ်မြေဧရိယာ (၂.၀၂)ဧက၊ စုစုပေါင်း လယ်မြေ ဧရိယာ(၂၉.၅၁) ဧကအား ဦးရဲမင်းအောင်(MAPCO)မှ ခေတ်မီဆန်စက်နှင့် သိုလှောင်ရုံများ စပါးခွံမှ လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ခြင်းလုပ်ငန်းများ၊ ဆန်စက်နှင့် ဆန်ထွက်ပစ္စည်းများကို ပြည်တွင်းပြည်ပ ဈေးကွက်သို့ တန်ဖိုးမြှင့် ထုတ်လုပ်ရောင်းချသော လုပ်ငန်းများဆောင်ရွက်နိုင်ရန်အတွက် လယ်ယာမြေ ဥပဒေပုဒ်မ ၃၀ (က)နှင့်အညီ လယ်ယာမြေကို အခြားနည်းအသုံးပြုရန် လျှောက်ထားလာမှုကို မြို့နယ်၊ ခရိုင်လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့အဆင့်ဆင့်တို့၏ စစ်ဆေးအတည်ပြုချက်များအပေါ် ရန်ကုန်တိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့၏ (၉.၁၁.၂၀၁၃) ရက်နေ့တွင် ကျင်းပ ပြုလုပ်သော အစည်းအဝေးအမှတ်စဉ် (၈/၂၀၁၃) ဆုံးဖြတ်ချက်အပိုဒ် (၈) အရ စိစစ်ထောက်ခံအတည်ပြုခဲ့ ပြီး ရည်ညွှန်းချက်(၁)ပါစာဖြင့် ဗဟိုလယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့သို့ ပေးပို့တင်ပြလာခဲ့ပါသည်။

၂။ တင်ပြလာသည့်အမှုတွဲအား လယ်ယာမြေဥပဒေ၊ နည်းဥပဒေများ၊ ညွှန်ကြားချက်များနှင့် အညီစိစစ်ရာတွင် ကိုက်ညီမှန်ကန်မှုရှိကြောင်း စိစစ်သိရှိရသည့်အတွက် ဗဟို လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့အစည်းအဝေးသို့ တင်ပြအတည်ပြုချက်ရယူ၍ ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

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၃။ လယ်ယာကဏ္ဍဖွံ့ဖြိုးတိုးတက်ရေးအတွက် ဆောင်ရွက်ရမည့် လုပ်ငန်းများအချိန်နှင့် တပြေးညီ စီမံဆောင်ရွက်သွားရန်အတွက် လယ်မြေအား အခြားနည်းဖြင့် အသုံးပြုခွင့် လျှောက်ထားသည့် လုပ်ငန်းများအား ကြိုတင်ဆောင်ရွက်နိုင်ပါကြောင်း အကြောင်းကြား ပါသည်။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(အုန်းသန်း၊ ဒုတိယဥက္ကဋ္ဌ)

မိတ္တူ။

ရုံးအဖွဲ့မှူး၊ လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန
ကြေးတိုင်နှင့်မြေစာရင်းဦးစီးဌာန

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မြေစာရင်းပုံစံ - ၁၀၅

မှန်ကန်ကြောင်း ~~သက်သေခံ~~ / ~~သက်သေမခံ~~ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

တိုင်းဒေသကြီး/ ပြည်နယ် ရန်ကုန်	စကေး ၁၆ လက်မ - ၁ မိုင်
ခရိုင် ရန်ကုန်တောင်ပိုင်းခရိုင်	
မြို့နယ်/ မြို့နယ်ခွဲ တွံတေး	
ရပ်ကွက်/ ကျေးရွာအုပ်စု ဆုရားငှတ္တိ(၈)	ညွှန်ပြချက်
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ၁၂၂-C ကန်ပတ်ရိုးကွင်း	မြေမျိုးခြားဆေး ဦးပိုင်ခြားဆေး
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် ၁/၄	ဦးပိုင်ခွဲခြားဆေး လျှောက်ထားသည့်နေရာ [A]

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ပိုင်ရှင်/ ဂရန်ရှင်/အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
၁/၄	MAPCo, Ltd	အစိုးရ	လယ်	၂၇.၄၉	က/ကျိုး - ၀.၈၁
				၂၇.၄၉	
ရေးကူးပေးသည့်အကြောင်းအရာ	လယ်ယာမြေလုပ်ပိုင်ခွင့်လက်မှတ်ထုတ်ပေးရန်				

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်)

လျှောက်ထားသူအမည် - MAPCo, Ltd

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၂၅.၇.၂၀၁၃

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ - ၁၆.၈.၂၀၁၃

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၃-၂၀၁၄) ခုနှစ် အတွက် နောက်ဆက်တွဲ တိုင်းတာခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ -

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည် -

လက်ထောက်ဦးစီးမှူးလက်မှတ် -

နေ့စွဲ -

ဒေါ်နည်မင်း
မြေတိုင်း(၄)
မြို့နယ်မြေစာရင်းဦးစီးဌာန
တွံတေးမြို့

မြို့နယ်မြေစာရင်းဦးစီးဌာန
တွံတေးမြို့

ဦးစီးအရာရှိ

စိစစ်အတည်ပြုပါသည်။ မြို့နယ်မြေစာရင်းဦးစီးဌာန

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ်

နေ့စွဲ -

စည်းကမ်းချက်များ

၁။ မည်သူမဆို လယ်ယာမြေဥပဒေတွင် ပြဋ္ဌာန်းထားသည့်အတိုင်း လယ်ယာမြေကို လုပ်ကိုင်ရမည်။

၂။ လယ်ယာမြေနှင့်စပ်လျဉ်း၍ ၁နကြီးဌာနကစည်းကြပ်သော မြေခွန်နှင့် အခြားအခွန်အခများကို ပေးဆောင်ရမည်။

၃။ လယ်ယာမြေလုပ်ပိုင်ခွင့်ကိုရောင်းချခြင်း၊ပေါင်နှံခြင်း၊ ငှားရမ်းခြင်း၊ လဲလှယ်ခြင်းနှင့် ပေးကမ်းခြင်းတို့ကို ဆောင်ရွက်သည့်အခါ ဦးစီးဌာနက သတ်မှတ်သည့် တံဆိပ်ခေါင်းခွန်နှင့် စာချုပ်စာတမ်း မှတ်ပုံတင်ခတို့ကို ပေးဆောင်၍ သက်ဆိုင်ရာ မြို့နယ်ဦးစီးဌာနရုံးတွင် မှတ်ပုံတင်ရမည်။

၄။ တည်ဆဲဥပဒေနှင့်အညီ အမွေဆက်ခံခြင်းဖြင့် လယ်ယာမြေလုပ်ပိုင်ခွင့်ကို ရရှိသည့်အခါ သတ်မှတ်ချက်များနှင့်အညီ သက်ဆိုင်ရာ မြို့နယ်ဦးစီးဌာနရုံးတွင် မှတ်ပုံတင်ရမည်။

၅။ စိုက်ပျိုးထုတ်လုပ်မှု အရင်းအနှီးအတွက်သာ လယ်ယာမြေလုပ်ကိုင်ခွင့်ကို ပေါင်နှံခွင့်ရှိပြီး အစိုးရဘဏ် သို့မဟုတ် အစိုးရကအသိအမှတ်ပြုသော ဘဏ်တွင်သာ ပေါင်နှံရမည်။

၆။ သက်ဆိုင်ရာ လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့က တရားဝင်ချထားခြင်းမရှိဘဲ ကျူးကျော်လုပ်ကိုင်ခြင်း မပြုရ။

၇။ လယ်ယာမြေကို ခွင့်ပြုမိန့် မရရှိဘဲ အခြားနည်းသုံးစွဲခြင်းမပြုရ။

၈။ လယ်ယာမြေကို မူလစိုက်ပျိုးလျက်ရှိသော ရာသီသီးနှံအမျိုးအစားမှ နှစ်ရှည်ပင်အမျိုးအစားသို့ ခွင့်ပြုချက်မရှိဘဲ ပြောင်းလဲစိုက်ပျိုးခြင်း မပြုရ။

၉။ ခိုင်လုံသော အကြောင်းပြချက်မရှိဘဲ လယ်ယာမြေကို လှပ်ထားခြင်း မပြုရ။

၁၀။ လယ်ယာမြေလုပ်ပိုင်ခွင့်နှင့်စပ်လျဉ်း၍ အငြင်းပွားမှုဖြစ်ပေါ်နေသော ကာလအတွင်း လယ်ယာမြေကို ရောင်းချခြင်း၊ ပေါင်နှံခြင်း၊ ငှားရမ်းခြင်း၊ လဲလှယ်ခြင်း သို့မဟုတ် ပေးကမ်းခြင်း မပြုရ။

၁၁။ လယ်ယာမြေလုပ်ပိုင်ခွင့် အငြင်းပွားမှု အရှုပ်အရှင်းဖြစ်လာလျှင် ဦးစီးဌာနတွင် မှတ်ပုံတင်ထားပြီးမှသာ တရားဝင် ဖြေရှင်းဆောင်ရွက်နိုင်ခွင့်ရှိသည်။

၁၂။ လယ်ယာမြေလုပ်ပိုင်ခွင့်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ပိုင်းကို ဖြစ်စေ နိုင်ငံတော်အစိုးရ၏ ခွင့်ပြုချက်မရရှိဘဲ မည်သည့် နိုင်ငံခြားသား သို့မဟုတ် နိုင်ငံခြားသားပါဝင်သည့် အဖွဲ့အစည်းကိုမျှ ရောင်းချခြင်း၊ ပေါင်နှံခြင်း၊ ငှားရမ်းခြင်း၊ လဲလှယ်ခြင်း သို့မဟုတ် ပေးကမ်းခြင်း မပြုရ။

လယ်ယာမြေပုံစံ ၇
လယ်ယာမြေနည်းဥပဒေ ၁၄(က)

နေပြည်တော်/-------------------တိုင်းဒေသကြီး/ပြည်နယ်

----------------ခရိုင်၊ -------------မြို့နယ်

လယ်ယာမြေလုပ်ပိုင်ခွင့်ပြုလက်မှတ်

ရုံးတံဆိပ်

လယ်ယာမြေလုပ်ပိုင်ခွင့်ရရှိသူ၏ အကြောင်းအရာ

၁။ ပုဂ္ဂိုလ်/အဖွဲ့အစည်းအမည်၊ [illegible]

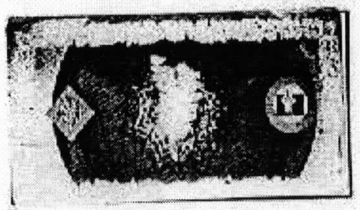
၂။ အဘအမည်၊ ---

၃။ နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကတ်အမှတ်၊ [illegible]

(ကုမ္ပဏီ/အဖွဲ့အစည်းဖြစ်ပါက

ကုမ္ပဏီ/အဖွဲ့အစည်းမှတ်ပုံတင်အမှတ်)

၄။ နေရပ်လိပ်စာ၊ [illegible]



လုပ်ပိုင်ခွင့်ပြုသည့် လယ်ယာမြေအကြောင်းအရာ

၁။ မြို့နယ်အမည်၊ တွံတေး

၂။ ရပ်ကွက်/ကျေးရွာအုပ်စုအမည်၊ ဘုရားငှက်သိုက်(မ)

၃။ ကွင်း/အကွက်အမှတ်၊ ၁၂၂-င

၄။ ကွင်း/အကွက်အမည်၊ ကန်ပတ်ရိုးကွင်း

၅။ ဦးပိုင်လုပ်ကွက်အမှတ်၊ ၁/၄

၆။ မြေမျိုး၊ [illegible]

၇။ ဧရိယာ(ဧက)၊ ၂၇.၄၉

၈။ ခွင့်ပြုသည့်စာအမှတ်၊ [illegible]

၉။ ခွင့်ပြုသည့်ရက်စွဲ၊ ၂၃.၈.၂၀၁၃

၁၀။ မှတ်ချက်၊ ---

လယ်ယာမြေဥပဒေပုဒ်မ ၆၊ ၇ နှင့် ၈ တို့အရ စည်းကမ်းချက် ဖောက်ဖျက်ခြင်း မရှိသရွေ့ လုပ်ပိုင်ခွင့်ပြုသည်။

(သက်သေခံမြေပုံပူးတွဲထားပါသည်။)

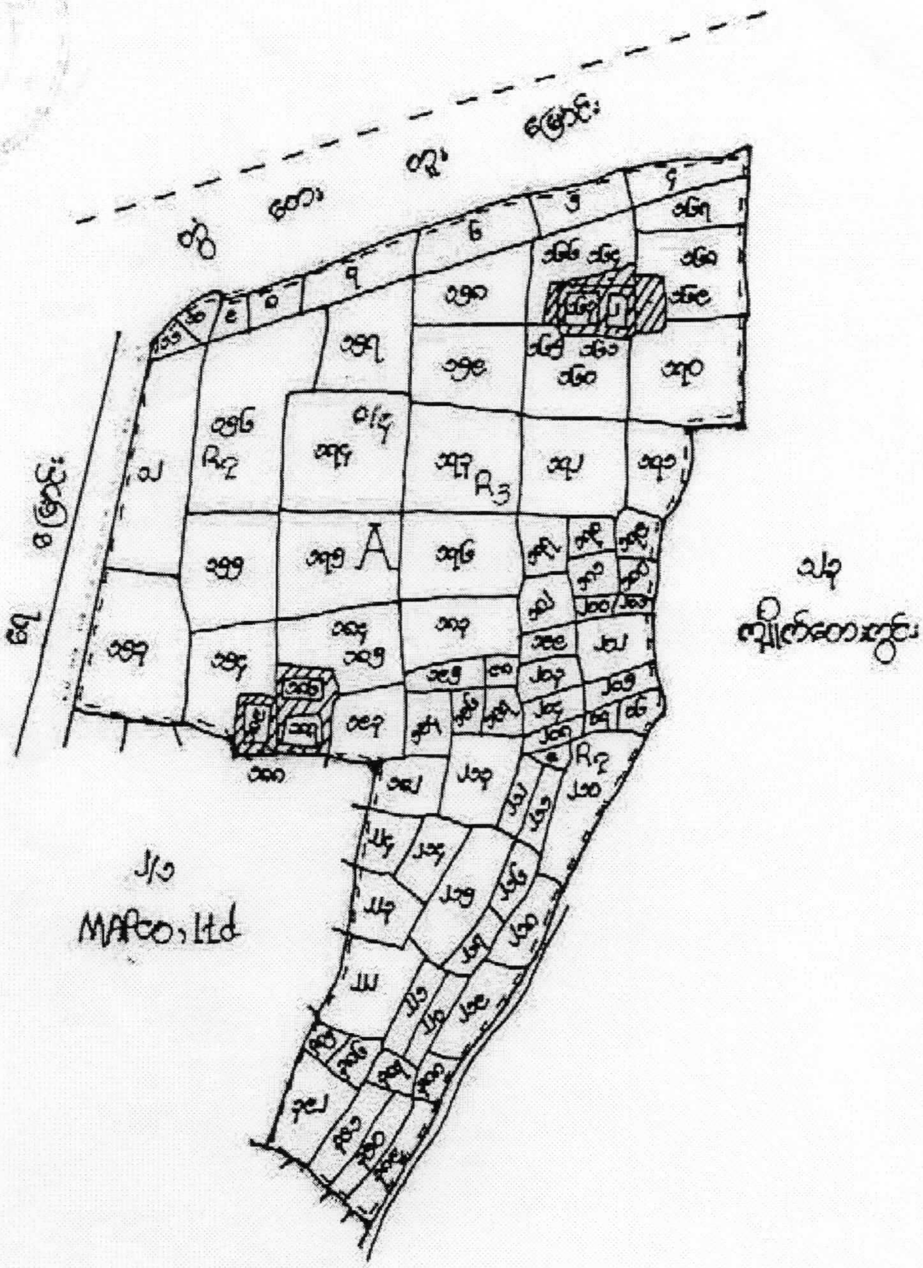
ရုံးတံဆိပ်

(အောင်ကျော်)

အတွင်းရေးမှူး

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲမှု

တွံတေး မြို့

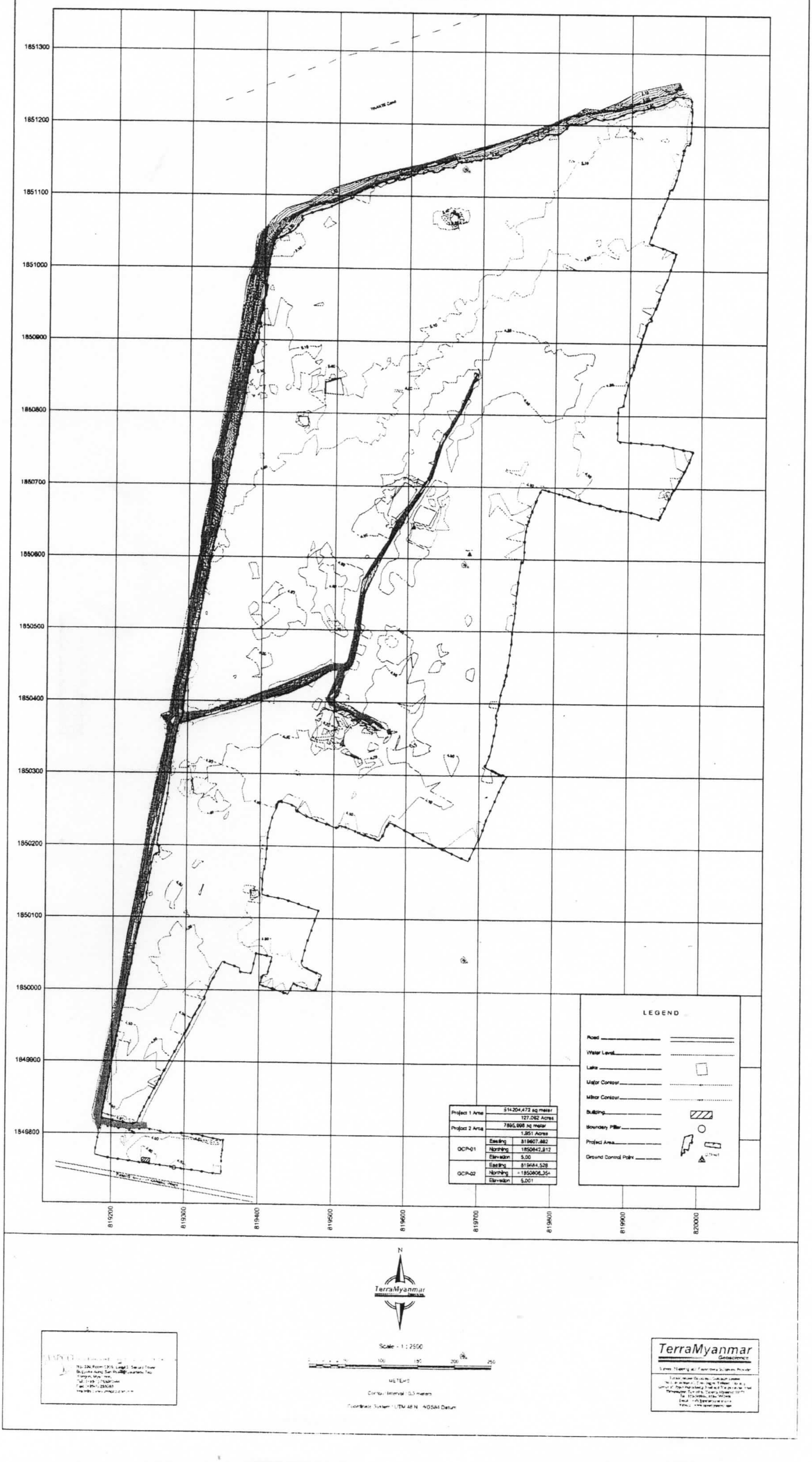


ဦးစီးအရာရှိ
မြို့နယ်မြေစာရင်းဦးစီးဌာန
တွံ့တေးမြို့

ရဲဝေဘိုအောင်
လက်ထောက်ဦးစီးမှူး
မြို့နယ်မြေစာရင်းဦးစီးဌာန
တွံ့တေးမြို့

ဇာနည်မင်း
မြေတိုင်း (၄)
မြို့နယ်မြေစာရင်းဦးစီးဌာန
တွံ့တေးမြို့

Topographic Map of IRCP Project Site Location
Twante (Yangon Region)



Project 1 Area		514204.472 sq meter
		127.062 Acres
Project 2 Area		7895.998 sq meter
		1.951 Acres
GCP-01	Easting	819607.882
	Northing	1850642.812
	Elevation	5.00
GCP-02	Easting	819664.528
	Northing	1850806.354
	Elevation	5.001

SIDE AGREEMENT - DEED JVA

THIS SIDE AGREEMENT – DEED JVA (this "JVA") is made on [•] [•] 2015,

BETWEEN:

(1) **MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED**, a company organised and existing under the laws of Myanmar, whose registered office is at No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon, Republic of the Union of Myanmar ("**MAPCO**"); and

(2) **MITSUI & CO., LTD.**, a company organised and existing under the laws of Japan, whose registered office is at 3-1 Ohtemachi 1-chome, Chiyoda-ku, Tokyo 100-0004, Japan ("**Mitsui**");

MAPCO and Mitsui are collectively referred to as "**Shareholders**" and individually as "**Shareholder**".

RECITALS:

(A) MAPCO and Mitsui have entered into the Amendment Shareholders' Agreement (the "SHA") dated on the same date hereof in order to agree on the terms and conditions of operation and management of **MYANMAR JAPAN RICE INDUSTRY CO., LTD.**, a company organised and existing under the laws of Myanmar, whose registered office is at No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon, Republic of the Union of Myanmar (the "**Company**"); and

(B) In order to supplement the Shareholders Agreement especially some key commercial terms, the Shareholders wish to enter into this JVA;

THE PARTIES AGREE AS FOLLOWS:

1. Unless otherwise stated in this JVA, the terms defined in the SHA shall have the same meanings in this JVA.

2. This JVA takes effect as of the same date on which the SHA takes effect by forming an integral part of the SHA, and continues to be in effect until such time the SHA ceases to have effect on either or both Shareholders or its successor(s).

3. The Shareholders agree the Master Business Plan for the Company shall be as per the attachment A hereof respectively and adopt both by resolution of the Board upon 1st Subscription together with other actions taken in accordance with Clause 5.2 of the SHA.

4. Each Shareholder shall procure:

    (i) the Company conduct the Business in accordance with each of the Master Business Plan;

    (ii) at least 60 days before the start of each Financial Year, the Company prepare and distribute to the Board, a draft Annual Business Plan for the following Financial Year. The Annual Business Plan must set out: (a) the current and anticipated future financial position of the Company; proposed business activities; (b) marketing plans; (c) sales targets; (d) expected revenue and expenditure; (e) capital expenditure; (f) financing plans including proposed debt and equity funding; (g) staff requirements; and (h) research and development plans, during the current Financial Year and the next Financial Year; and contain a forecast of: (i) profit and loss statement for the Financial Year; (j) balance sheet as at the end of the Financial Year; and (k) statement of cash flows for the Financial Year; and specify (l) the amount of additional capital (if any) required in the forecast period for the proper conduct of the Business and the Company

    (iii) The Board consider the draft Annual Business Plan and adopt an Annual Business Plan for the next Financial Year at least 30 days before the start of that Financial Year.

    (iv) if the Board fails to adopt an Annual Business Plan for a Financial Year in accordance to clause 4 (ii), the Board shall ensure that its

nominee Directors continue to use their best endeavours to adopt an Annual Business Plan for the Financial Year; and until the Board approves an Annual Business Plan for the Financial Year, the Annual Business Plan for the Financial Year consists of: (a) that part of the Annual Business Plan for the immediately preceding Financial Year that applies to the Financial Year; and (b) a continuation of the Business and the business activities proposed in the Annual Business Plan for the immediately preceding Financial Year to the extent they apply to the relevant Financial Year;

5. The Shareholders are responsible for ensuring the Company pay its corporate tax or other duties imposed in Myanmar according to the relevant laws and regulations in Myanmar.

6. The Shareholders shall procure the Company sign and enter into the EPC Related Contract(s) upon 1st Subscription with the terms and conditions agreed between the relevant parties together with other actions taken in accordance with Clause 5.2 of the SHA.

7. The Shareholders shall procure the Company to hold pesticide and other agro-chemical trainings to the contract farmers by having support from ASCs, in case contract farming started to be employed by the Company as one of its sources for paddy procurement. The detail of the training shall be further considered by the Company with the support from ASCs.

8. The Shareholders confirm they will not cause the company to commence EPC works unless the company obtains an approval on environment and social impact assessments from the relevant Government Authority (the "**ESIA approval**").

9. The governing law and dispute resolution clause in Clauses 27.1 and 21 respectively in the SHA shall also apply to this JVA.

THIS JVA IS EXECUTED AND DELIVERED AS A DEED,

by)
MYANMAR AGRIBUSINESS PUBLIC)
CORPORATION (MAPCO) LIMITED)
acting by [its authorised representative]:

Name: [***insert name***]

Title: [***insert title***]

by)
MITSUI & CO., LTD. acting by [its authorised)
representative]:)

Name: [***insert name***]

Title: [***insert title***]

Attachment A - Master Business Plan

MYANMAR JAPAN RICE INDUSTRY CO.,LTD
PRODUCTION & SALE STATEMENT

Schedule 6

Sr.N	Particualrs	AU	YR.1	YR.2	YR.3	YR.4	YR.5	YR.6	YR.7	YR.8	YR.9	YR.10
	Paddy Stock	MT	120000	121200	122400	123600	123600	123600	123600	123600	123600	123600
	Purchase Price	USD / MT	205.00	207.05	209.10	211.15	213.20	213.20	213.20	213.20	213.20	213.20
	Purchase Cost	USD / Ml	**24.6000**	**25.0945**	**25.5938**	**26.0981**	**26.3515**	**26.3515**	**26.3515**	**26.3515**	**26.3515**	**26.3515**
	Output %											
	White Rice Standard(export)	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
	Broken Rice (local)	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%
	Bran (local)											
	Production Quantity		86,400	86,400	86,400	86,400	86,400	86,400	86,400	86,400	86,400	86,400
1	White Rice Standard(export)	MT	51,840	51,840	51,840	51,840	51,840	51,840	51,840	51,840	51,840	51,840
2	Broken Rice (local)	MT	34,560	34,560	34,560	34,560	34,560	34,560	34,560	34,560	34,560	34,560
3	Bran (local)	MT	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600
	Price											
1	White Rice Standard (export)	USD / MT	440	449	453	458	462	490	490	490	490	490
2	Broken Rice (local)	USD / MT	340	354	360	367	371	397	397	397	397	397
3	Bran (local)	USD / MT	120	122	127	135	146	150	150	150	150	150
	Value											
1	White Rice Standard (export)	USD / Ml	22.8096	23.2762	23.4835	23.7427	23.9501	25.4016	25.4016	25.4016	25.4016	25.4016
2	Broken Rice (local)	USD / Ml	11.7504	12.2342	12.4416	12.6835	12.8218	13.7203	13.7203	13.7203	13.7203	13.7203
3	Bran (local)	USD / Ml	1.1520	1.1712	1.2192	1.2960	1.4016	1.4400	1.4400	1.4400	1.4400	1.4400
	Total Value	USD / Ml	**35.7120**	**36.6816**	**37.1443**	**37.7222**	**38.1734**	**40.5619**	**40.5619**	**40.5619**	**40.5619**	**40.5619**

NOTE

Main Product	=	White Rice (Standard & Broken)
By Product	=	Bran
Output %		72% of Total Paddy Stock for White Rice(Main)
		10% of Total Paddy Stock for by product
Export & Local Ratio		60% & 40%

Present Draft as of 20th February, 2015

Amendment Shareholders Agreement

MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED

and

MITSUI & CO., LTD.

relating to Myanmar Japan Rice Industry Co., Ltd.

2015

DROBER/TOKYO/MIT01.00212

CONTENTS

CLAUSE **PAGE**

THIS AMENDMENT SHAREHOLDERS AGREEMENT (this "Agreement") is made on [•] [•] 2015

BETWEEN:

(1) **MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED**, a company organised and existing under the laws of Myanmar, whose registered office is at No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon, Republic of the Union of Myanmar (**MAPCO**); and

(2) **MITSUI & CO., LTD.**, a company organised and existing under the laws of Japan, whose registered office is at 3-1 Ohtemachi 1-chome, Chiyoda-ku, Tokyo 100-0004, Japan (**Mitsui**);

MAPCO and Mitsui are collectively referred to as "**Shareholders**" or "**Parties**" and individually as "**Shareholder**" or "**Party**", provided however that these terms includes a party who becomes a party to this Agreement by the deed similar to the form of Schedule 3 hereof unless the context specifically requires the original Shareholder(s) or Party(s).

RECITALS:

(A) The Shareholders have established a feasibility study company called **MYANMAR JAPAN RICE INDUSTRY CO., LTD.**, on 27 September 2013 in Myanmar as a private limited company under the Companies Act of 1914 and the Foreign Investment Law of 2012 with its registered office at No. JV (2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon, Republic of the Union of Myanmar (the "**Company**") and have entered into a Shareholders Agreement dated 26 August, 2013 under the "Service" business company category, with the intention to have the Company conduct feasibility study for rice complex project in Twante Region, Myanmar (the "**Original Shareholders Agreement**");

(B) Having had the Company complete the feasibility study, the Parties now wish to convert the Company into a "Manufacturing" business company to operate a rice milling plant for white rice and producing white rice and rice bran therefrom (the "**Project**").

(C) The Parties wish to obtain necessary approvals from Myanmar Investment Committee and other authorities (if applicable) in accordance with Clause 6.2(a) and (b) of the Original Shareholders and making additional equity contributions to the Company thereafter;

(D) For the said purpose, the Parties wish to amend the Original Shareholders Agreement as set forth in this Agreement in accordance with Clause 3.1 of the Original Shareholders Agreement and in addition to that the Parties wish to enter into on the same date hereof a Side-agreement Deed JVA which consists an integral part of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **AMENDMENT**

1.1 **Surviving Clauses**

The following clauses in the Original Shareholders Agreement shall survive and be incorporated in this Agreement with some amendments stated in the relevant clauses in this Agreement (if applicable), provided however that the word "This Agreement" stated therein shall refer to this Agreement rather than the Original Shareholders Agreement.

Clauses 5.1 (Fiscal Year), 6.3 (Compliance with Laws), 8 (Events of Default), 12 (Further Assurance), 13 (Assignment), 14 (Waiver), 15 (Governing Law), 16 (Arbitration), 18 (Severability).

1.2 Other Clauses

The clauses in the Original Shareholders Agreement not stated in Clause 1.1 hereof shall be deleted and cease to take effect as of the effective date of this Agreement.

1.3 Definitions

Expressions used in this Agreement shall be defined as per the listed in Schedule 3.

1.4 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) A reference to a matter being **to the knowledge** of a person means that the matter is to the best of the actual knowledge and belief that person (or a director or executive officer of the person if the person is a body corporate) after making reasonable enquiries in the circumstances.

(c) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

(d) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.

(e) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.

(f) The word **dividend** includes a bonus or other distribution in cash or kind.

1.5 Non Business Days

If the day on or by which a person must do something under this document is not a Business Day:

(a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and

(b) in any other case, the person must do it on or by the previous Business Day.

1.6 **Multiple parties**

If a Party is made up of more than one person, or a term is used in this document to refer to more than one party, then unless otherwise specified in this document:

(a) an obligation of those persons is joint and several;

(b) a right of those persons is held by each of them severally; and

(c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):

(i) a representation, warranty or undertaking relates to each of them separately; and

(ii) a reference to that party or that term in clause 18 is a reference to each of those persons separately.

1.7 **The rule about "contra proferentem"**

This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. **THE COMPANY**

2.1 **Shares**

As at the date of this document, MAPCO and Mitsui each hold the percentage of total issued Shares and number of Shares as follows:

MAPCO	51%	255,000 Shares
Mitsui	49%	245,000 Shares

2.2 **Objectives and business**

The objectives of the Company are to:

(a) develop, construct and operate the Project;

(b) purchase rice crop from rice farmers in Myanmar;

(c) produce, mill, market and sell the Products for the domestic market within Myanmar and the overseas market;

(d) provide services relating to rice cultivation to farmers and rice collectors and regional communities in Myanmar, including in relation to:

(i) selection and supply of seeds, seedlings and fertilizers;

(ii) contract farming; and

(iii) farm mechanisation services; and

(e) sell surplus electric power generated in the operation of the Project,

2.3 **Internal rate of return**

The Parties acknowledge that their aim is for the Company to achieve an internal rate of return of 15 per cent, calculated on the basis of each annual business plan, and each Shareholder must use its best efforts to procure that the Company meets the targeted internal rate of return of at least 15 per cent, provided however that the master business plan shall mean the master business plan containing projections as to sales revenue, operating expenses, capital expenditures, cash flow, internal rate of return and other matters ("**Master Business Plan**") and the annual business plan shall mean the annual business plan made under the Master Business Plan according to this Agreement and associated documents thereto ("**Annual Business Plan**").

2.4 **New opportunities**

MAPCO must ensure that MAPCO, MAPCO's Chairman or MAPCO's Managing directors must offer to Mitsui or its nominee in priority to any other third party any potential business and investment opportunities or projects in Myanmar in relation to rice in which MAPCO or MAPCO's Chairman or any MAPCO's Managing Director is considering becoming involved.

3. **ROLES OF THE SHAREHOLDERS**

3.1 **Support for the Business**

The Shareholders will cooperate with each other and work together to support the Project, the management and operation of the Company, including but not limited to by using their best endeavours to perform the roles set out in clauses 3.2 and 3.3 respectively.

3.2 **MAPCO's role**

MAPCO will take the leading role in:

(a) (i) identification of rice paddy or rice supply sources (such sources including but not limited to farmers who can provide appropriate rice paddy or rice crops for the Project on contract farming basis, ASCs, millers and dealers); (ii) procurement of supply contracts with such rice paddy or rice supply sources on behalf of the Company with competitive prices and at cost basis (such contracts to include a minimum supply requirement per year as well as minimum quality requirement which would be suitable for sale in international market); and (iii) ensuring the foregoing procurement to be made in a timely manner, provided however that "**ASCs**" shall means agricultural centres established by MAPCO in Nay Pyi Taw and Twante, including those which may be additionally established in the future and operates as collection and/or delivery points for rice paddy or rice brought by farmers or dealers in the relevant region.;

(b) identification of suppliers of sources other than those set forth in sub-clause 3.2(a), which are necessary for the Company to implement the Project including without limitations (i) fuels to operate facilities, (ii) inland transportations for procuring rice from farmers, dealers and/or brokers as well as dispatching Products to ports or other terminals for export and domestic sale, (ii) workers or labors necessary to operate the Project facilities, [and (if applicable) rice husks to be used for the biomass power plant for the Project and procurement of supply contracts with such suppliers for rice husks];

(c) negotiation and maintenance of the relationship between the Myanmar government and each of the Company, MAPCO and Mitsui as relevant in terms of obtaining, maintaining and renewing Authorisations necessary for the operation of the Project;

(d) marketing of Products for the domestic market in Myanmar.

3.3 **Mitsui's role**

Mitsui will take the leading role in:

(a) marketing and exporting Products to markets outside Myanmar;

(b) provision of support to improve internal controls and corporate governance of the Company;

(c) introduction of technical advisor(s) and provision of assistance in the course of discussion with each technical advisor by the Company in respect of:

(i) the construction/operation of the Project facilities;

(ii) the manufacture of Products; and

(iii) the provision of technical advices to rice farmers who supply paddy rice or rice for the Project.

4. **CONDITIONS PRECEDENT**

4.1 **Obligations not binding until Subscription Conditions satisfied**

The obligations of the Parties with respect to each Subscription are subject to satisfaction or waiver in accordance with clause 4.2 of the relevant Subscription Conditions.

4.2 **Waiver of Subscription Conditions**

(a) The Party whose name is stated at the "Rightful Party to Waive" column of the table in Schedule 2, only that Party may, in its sole and absolute discretion waive the non fulfilment of the relevant Subscription Condition.

(b) If there are more than one Party's name are stated at the "Rightful Party to Waive" column of the table in Schedule 2, non-fulfilment of the relevant Subscription Condition may be waived only by the consent of all those Parties and such consent may be given at each Party's sole and absolute discretion.

(c) Non-fulfilment of a Subscription Condition may only be waived in writing.

4.3 **Obligation to satisfy Subscription Conditions**

The Party or the Parties whose names are stated at the "Party to Satisfy" column of the table in Schedule 2 must:

(a) use all of its or their reasonable endeavours to ensure that the relevant Subscription Condition is satisfied within the time limit specified for that Subscription Condition;

(b) promptly give the other Party all information reasonably requested by that Party in connection with the relevant Subscription Condition;

(c) keep the other Party(s) informed of any circumstances which may result in any of those Subscription Conditions not being satisfied in accordance with its terms; and

(d) promptly advise the other Party(s) of the satisfaction of a Subscription Condition.

4.4 **Result of non-satisfaction of Subscription Conditions**

If all the Subscription Conditions for any of 1st Subscription, 2nd Subscription or 3rd Subscription are not satisfied with no fault of either Party to fulfil its obligations under clause 4.3 (for example, in an occasion where the conditions precedents are not satisfied solely due to any of the Force Majeure Event (as defined below) having prevented either Party to fulfil its obligations entirely) or waived by the rightful Party under clause 4.2 on or before the relevant subscription longstop date stated below, thereby constituting a force majeure circumstances, a Dissolution Event will be deemed to have occurred and the provisions of clauses 17.1 and 17.4 shall apply.

(a) For the purpose of 1st Subscription, [12] months after the signing of this Agreement,

(b) For the purpose of 2nd Subscription, [20] months after the signing of this Agreement,

(c) For the purpose of 3rd Subscription, [25] months after the signing of this Agreement,

unless otherwise agreed in writing between the Parties.

4.5 **Other Conditions Precedent - ESIA**

The Shareholders confirm they will not cause the company to commence EPC works unless the company obtains an approval on environment and social impact assessments from the relevant Government Authority (the "**ESIA approval**").

5. **SUBSCRIPTION**

5.1 **When Subscription takes place**

(a) For the purpose of 1st Subscription, within 2 months after the date of the signing of this Agreement by the Parties,

(b) For the purpose of 2nd Subscription, within 6 months after the completion of 1st Subscription,

(c) For the purpose of 3rd Subscription, within 6 months after the completion of 2nd Subscription,

unless otherwise agreed in writing between the Parties and subject to satisfaction or waiver pursuant to clause 4.2.

5.2 **Procedure at Subscription**

On the 1st Subscription Date:

(a) The Shareholders shall cause the Company to issue the following Shares, and each Shareholder shall subscribe and pay for its portion of the Shares in full:

	MAPCO	Mitsui
1st Subscription	[9,180,000]Shares at USD1 per Share	[8,820,000]Shares at USD1 per Share
2nd Subscription	[12,240,000]Shares at USD1 per Share	[11,760,000]Shares at USD1 per Share
3rd Subscription	[9,180,000]Shares at	[8,820,000]Shares at USD1

	USD1 per Share	per Share

Upon payment in full of the abovementioned relevant amount by a Shareholder at each Subscription, such Shareholder will be the legal and beneficial holder of the respective number of fully paid Shares.

(b) After both Shareholders complete the subscription and payment in full as per the sub-clause (a), the Shareholders, number of their shareholdings and the equity proportion shall be as follows:

	MAPCO	Mitsui
After 1st Subscription	[9,435,000]Shares at USD1 per Share (fifty-one (51) percent)	[9,065,000]Shares at USD1 per Share (fourty-nine (49) percent)
After 2nd Subscription	[21,675,000]Shares at USD1 per Share (fifty-one (51) percent)	[20,825,000]Shares at USD1 per Share (fourty-nine (49) percent)
After 3rd Subscription	[30,855,000]Shares at USD1 per Share (fifty-one (51) percent)	[29,645,000]Shares at USD1 per Share (fourty-nine (49) percent)

(c) After the 1st Subscription, the Shareholders must ensure that the board resolves:

(i) to appoint the persons nominated by each of MAPCO and Mitsui as Directors;

(ii) to mutually appoint the Company's auditors chosen by the Shareholders from either [Deloitte Yangon], [Deloitte Singapore], [Yangon PricewaterhouseCoopers Myanmar Co., Ltd], [PricewaterhouseCoopers (PWC) in Singapore], [KPMG Advisory (Myanmar) Limited] or [KPMG in Singapore];

(iii) to register new a Memorandum of Association and the Articles of Association of the Company (collectively, "**Constitutional Documents**") to the relevant registry; and

(iv) to register the shareholders name, number of their shareholdings and the equity proportion to a list of shareholders held by the Company.

, provided however that board shall mean the board of Directors as constituted from time to time (the "**Board**").

5.3 **Post-subscription Undertaking**

(a) Each Party undertakes to make all reasonable endeavours to satisfy the items of which such Party is designated as "Party to Satisfy" in the table of the Schedule 2, but was not fulfilled and waived by the Party designated as "Rightful Party to Waiver" within [three (3)] months after the Subscription Date.

(b) The Shareholders undertake to discuss and agree on the terms and conditions for (i) off-take contracts for Products by MAPCO for domestic sale; (ii) off-take contracts for Products by Mitsui or Mitsui's Affiliates for sale outside of Myanmar;

(iii) agent contracts appointing Mitsui or Mitsui's Affiliates as sale agent of the Company in marketing Products outside of Myanmar, and (iv) agent contracts appointing MAPCO as sale agent of the Company in marketing Products for domestic sale, with the understanding that (a) it is the intention of the Company and the Shareholders to allocate Products generated from the Company for sale outside of Myanmar to the extent allowed under the relevant laws and regulations in Myanmar; and (b) if Products are allocated for sale at international market, such Products are sold via Mitsui acting as off-taker or agent of the Company.

(c) For the purpose of clause 5.3(c), each Shareholder shall procure the Company, throughout the term of this Agreement, (i) undertakes to make its any and all sale offer of Products to Mitsui and Mitsui's Affiliates by allowing reasonable time for Mitsui to consider the same before it presents such sale offer to any other party or person; (ii) undertakes to present to Mitsui and Mitsui's Affiliates any and all purchase offer it receives from a third party or person upon its receipt of the same and by allowing reasonable time for Mitsui to consider the same before it enters into discussion or negotiation on such purchase offer with such third party or person; and (iii) undertakes to present to Mitsui and Mitsui's Affiliates the terms and conditions which are about to be finalized between the Company and any third party or person (if such discussion or negotiation is ever taking place after expiration of the aforementioned time period) by allowing reasonable time for Mitsui to consider the same before it enters into or conclude any sale and purchase contract with such third party or person for the subject Products. If Mitsui or Mitsui's Affiliates (i) accept (either partially or wholly in the quantity) the said sale offer by the Company, (ii) agree to purchase Products on the terms and conditions substantially the same with or more favourable to (including the view of long-term or overall merit to the Company) the said purchase offer received by the Company, or (iii) any new agreement of the terms and conditions for sale and purchase of the subject Products (either in partial or in whole) are made between the Company and Mitsui or Mitsui's Affiliates with regard to the sale offer by MJRI or purchase offer received by MJRI, Mitsui or Mitsui's Affiliates, as the case may be, has the right to off-take or act as agent for such Products then in sale by the Company with the agreed terms and conditions and the Company shall promptly conclude the contract with Mitsui or Mitsui's Affiliates and implement the sale accordingly.

(d) The Shareholders undertake to discuss arrangement of insurances necessary for the operation of the Project.

6. THE BOARD

6.1 Appointment and removal of Directors

(a) The Board shall consist of five Directors.

(b) Subject to the nominee Directors being eligible to act, MAPCO may nominate three Directors for appointment to the Board and, while it remains a Shareholder, may replace these Directors in accordance with this clause and the Constitutional Documents.

(c) Subject to the nominee Directors being eligible to act, Mitsui may nominate two Directors for appointment to the Board and, while it remains a Shareholder, may replace these Directors in accordance with this clause and the Constitutional Documents.

(d) A Shareholder may only nominate or replace a Director under this clause by giving to the Company and the other Shareholder:

(i) prior notice of the nomination and the date and time the nomination is to take effect; and

(ii) before a Director is appointed, a signed consent to act as a Director from the person nominated as a Director.

(e) A Shareholder may by notice to the Company and to the other Shareholder remove any Director so nominated and replace any Director who is so removed or who ceases for any reason to be a Director.

(f) If a Shareholder ceases to be the legal holder of any Shares or ceases to be entitled to nominate a Director, it must procure the resignation of each Director nominated by it.

(g) If a Director is disqualified or prohibited from acting as a Director under this document, the Constitutional Documents or any applicable law, the office of the Director is vacated and the nominating Shareholder must nominate a replacement in accordance with this clause 6.1.

(h) The Shareholders agree to appoint and remove the individuals nominated or replaced (as the case may be) by the relevant nominating Shareholder in accordance with this clause 6.1.

6.2 **Director is nominee of appointing Shareholder**

(a) Each Party acknowledges that a Director appointed by a Shareholder is the nominee of the Shareholder.

(b) Subject to the Director's duties and this document, the Director appointed by a Shareholder:

(i) may have regard to and represent the interests of the Shareholder; and

(ii) may act on the interests of the Shareholder in performing any of the Director's duties or exercising any power, right or discretion as a Director,

as long as where honesty and reason is concerned, the Director could have formed the view that, in doing so, the Director was acting in good faith in the interests of the Company as a whole.

6.3 **Director may provide information to the appointing Shareholder**

Subject to clause 23 (Confidentiality and Announcement) and to the Director's duties, a Director may:

(a) communicate any information, in respect of the affairs of the Company, received or made available to the Director; and

(b) provide copies of the information,

to the Shareholder who appointed him or her and to the Shareholder's officers only if the person to whom he or she discloses the information agrees to comply with the confidentiality obligations in clause 23.

7. BOARD MEETINGS

7.1 Calling a Board meeting

A Board meeting must be held at least once each calendar month at the office of the Company unless all the Directors otherwise consent. The Board may convene Board meetings more frequently, if necessary. Board meetings can also be held by telephone conferences, or video conferences if all the director entitled to present at the Board are able to speak to and be heard by all those present or deemed to be present simultaneously.

7.2 Chairing Board Meetings

(a) Subject to prior approval of the other Shareholder, which must not be unreasonably withheld or delayed, MAPCO may nominate one of its Directors as chairman of the Board and has the power to replace the chairman.

(b) The term of appointment of a chairman under this clause 7.2 continues from the time of appointment as chairman until the earliest of:

(i) the chairman resigns as chairman or as a Director;

(ii) the Shareholder who nominated the chairman replaces the chairman as a Director; and

(iii) the Shareholder who nominated the chairman revokes the nomination of the Director as chairman.

(c) If there is no chairman or the chairman is not present at the time at which a Board meeting is called, or is unwilling to act, the Directors present must elect a Director present to chair the meeting.

7.3 Quorum

(a) A quorum for a Board meeting is the attendance (in person or by Alternate) at the time of the meeting of one Director appointed by each Shareholder. A quorum must be present for the whole of a meeting.

An Alternate who is also a Director or a person who is an Alternate for more than one appointer may only be counted once towards a quorum.

(b) If a quorum is not present within 30 minutes from the scheduled start of a Board meeting:

(i) the meeting is adjourned to the day that is three Business Days after the day appointed for the original meeting; and

(ii) the time and place of the adjourned meeting is otherwise the same as for the original meeting.

(c) If a quorum is not present within 15 minutes from the scheduled start of the adjourned meeting, then the meeting is dissolved.

(d) A quorum does not lapse if a Director is prohibited by law, this document, or any other document to which a Party is bound, from being present at all or part of a Board meeting.

7.4 **Decision making**

(a) For decision making:

(i) each Director has one vote; and

(ii) the chairman of the Board does not have a casting vote in addition to any votes he or she may be entitled to as a Director.

(b) A resolution of the Board is passed by majority vote cast by the Directors entitled to vote on the resolution, subject to clause 7 and 0 and applicable law.

7.5 **Matters requiring Unanimous Vote of the Board**

A resolution of the Board about any of the matters set out in 0 requires a unanimous vote of the Directors or the consent of all the Directors, provided however that unanimous vote shall mean all of the votes that may be cast on a proposed resolution by those participating in the vote whether present at the meeting or otherwise are cast in favour of the resolution ("**Unanimous Vote**").

7.6 **Director's remuneration**

(a) A Director is not entitled to be paid any remuneration by the Company for acting as a director of the Company, nor is the Shareholder who appointed the Director entitled to any fee or other consideration for providing the services of the Director.

(b) The Shareholder who appointed a Director is liable for all out of pocket expenses incurred by a Director in carrying out his or her duties as a director.

7.7 **Shareholders to ensure Board performance**

(a) Subject to obligations imposed by applicable law, if any provision of this document imposes an obligation on the Company or the Board, each Shareholder is obliged to do anything (including execute any document) in its power to ensure that the Company or the Board, as the case may be, performs that obligation.

(b) For the purpose of this clause 7.7, each Shareholder is taken to have power to control the actions of Directors appointed by it.

8. **SHAREHOLDERS' MEETINGS**

8.1 **Frequency of Shareholders' Meetings**

The Shareholders shall procure Company must hold a shareholders' meeting at least once every 12 months or more frequently as required by law ("**Shareholders' Meeting**"). Shareholders' Meetings can also be held by telephone conferences, or video conferences to the extent allowed by the laws and regulations if all the Shareholders entitled to present at the Shareholders' Meetings are able to speak to and be heard by all those present or deemed to be present simultaneously.

8.2 **Quorum**

(a) The quorum for a Shareholders' Meeting is all Shareholders who must be present in person or by proxy, attorney or representative.

Each individual present may only be counted once towards a quorum. If a Shareholder has appointed more than one proxy or representative only one may be counted towards a quorum.

(b) If a quorum is not present within 30 minutes from the scheduled start of a Shareholders' Meeting:

(i) the meeting is adjourned to the day, time, and place that is seven days after the day appointed for the original meeting; and

(ii) the time and place of the adjourned meeting is to be otherwise the same as for the original meeting.

(c) If a quorum is not present within 30 minutes from the scheduled start of the adjourned meeting, the meeting is dissolved.

8.3 **Chairing Shareholders' Meetings**

(a) The chairman of the Board, if present at a Shareholders' Meeting, must chair the Shareholders' Meeting.

(b) If the chairman of the Board is not present at the Shareholders' Meeting or, if present, is not willing to chair the Meeting, the Shareholders present must elect a Shareholder or Director present to chair the Meeting.

8.4 **Decision making**

(a) No resolution of Shareholders is carried unless, subject to applicable law and clauses 8.4 and 8.5, it is passed by a majority of votes entitled to be cast at the time of the vote. A Share carries one vote.

(b) A Shareholder may have regard to and represent the interests of the Shareholder and may act on the wishes of the Shareholder in exercising any power to vote in relation to the Company.

(c) A Defaulter (as defined below) is not entitled to vote at a Shareholders' Meeting while the Default Event (as defined below) relating to the Defaulter subsists.

8.5 **Matters requiring Unanimous Vote of Shareholders**

The resolutions set out in 0 require the Unanimous Vote of the Shareholders in general meeting.

9. **DEADLOCK**

9.1 **What is a Deadlock**

A **Deadlock** is when:

(a) the Shareholders or the Board (as the case may be) cannot reach an agreement on any matter which requires a Unanimous Vote within a period of 30 days after the date of the Shareholders' Meeting or the Board Meeting (as the case may be) at which a resolution on such matter was proposed and the vote for the resolution was not unanimous; or

(b) within a period of three months, two adjourned:

(i) Board meetings are dissolved under clause 7.3(c); or

(ii) Shareholders' Meetings are dissolved under clause 8.2(c).

9.2 Resolving a Deadlock by negotiation

If a Deadlock occurs:

(a) a Shareholder may, immediately after the period of 30 days pursuant to clause 9.1(a) has expired, or the second adjourned meeting is dissolved, as the case may be, give a notice (the "**Deadlock Notice**") to the other Shareholder and the Company that:

(i) states that a Deadlock has occurred and whether it is a Deadlock under clause 9.1(a) or 9.1(b);

(ii) for a Deadlock under clause 9.1(a), sets out the proposed resolution and the date on which the Shareholders' Meeting was held;

(iii) for a Deadlock under clause 9.1(b), sets out the dates on which the two adjourned meetings were dissolved;

(iv) sets out the proposed date, time and place for a senior representative from each Shareholder to meet as required by clause 9.2(b); and

(b) within 30 days after the Deadlock Notice is given, a senior representative from each Shareholder must meet and consult to resolve the Deadlock.

9.3 Deadlock resolved by negotiation

If the Deadlock is resolved under clause 9.2 within the Resolution Period (for Clause 9, 30 days after a Deadlock Notice is given under Clause 9.2):

(a) the Shareholders must, as soon as possible, execute a statement setting out the terms of the agreement reached (including whether the agreement is to be taken to be a resolution of the Board or of a Shareholders' Meeting if the Deadlock is under clause 9.1(a) or 9.1(b)); and

(b) each Shareholder must do anything (including execute any document) reasonably required by the other Shareholder to give effect to the agreement.

9.4 Deadlock not resolved by negotiation

If a Deadlock is not resolved under clause 9.2 within the Resolution Period, Mitsui may, within 28 days after the end of the Resolution Period, give a notice (the "**Deadlock Sale Notice**") to MAPCO under which Mitsui requires MAPCO to purchase all or a part of Mitsui's Shares at a price per Share equal to 100% of the Share Value.

9.5 Completion

The Shareholders must complete the sale and purchase of the Shares under this clause 9 on the latest of:

(a) the day which is 28 days after the date of the Deadlock Sale Notice, as the case may be;

(b) the day which is 14 days after each of the condition referred to in clauses 16.4(a) has been satisfied or waived; and

(c) any other date the Shareholders agree on in writing before the later of the dates referred to in clauses 9.5(a) and (b).

9.6 **What is to be done at completion**

At completion:

(a) each Shareholder must do anything (including execute any document) reasonably required by the other Shareholder to give effect to the sale and purchase of the Shares free from any Encumbrance;

(b) MAPCO must cause all indebtedness owned by the Company to Mitsui (other than indebtedness arising in the regular and ordinary course of business) to be promptly repaid and discharged;

(c) All guarantees and security provided by Mitsui for the Company will be promptly released by MAPCO and the necessary replacement of any such guarantees and security shall become the responsibility of MAPCO; and

(d) unless the recipient agrees otherwise, all payments must be made by bank transfer.

9.7 **Costs of Valuation**

All expenses (including stamp duty if applicable, but excluding the Share Value transferred under Clause 9 or finance cost associated thereto) incurred in relation to a sale under this clause 9 and obtaining Fair Market Value, shall be borne equally by the Shareholders;

9.8 **Defaulter cannot give Offer Notice or Further Notice**

A Defaulter must not give a Deadlock Notice or a Deadlock Sale Notice.

10. **MANAGEMENT**

10.1 **Management vests in the Board**

Management of the Company vests in the Board.

10.2 **Authority of individual Directors**

Subject to a Unanimous Vote of the Board, no Director, acting individually, has authority to enter into agreements, incur expenditure on behalf of or otherwise commit the Company.

10.3 **Managing director and executive director**

(a) MAPCO shall be entitled to nominate the managing director of the Company and has the power to remove and replace the person appointed as managing director.

(b) Mitsui shall be entitled to nominate the executive director of the Company and has the power to remove and replace the person appointed as executive director.

(c) The Parties must take all steps necessary to ensure that those persons are appointed as managing director and executive director respectively of the Company.

10.4 **Shareholders not to interfere with management**

(a) Despite anything to the contrary in this document, no Shareholder may interfere with the management of the Company nor has the authority to give directions to any officers or employees of the Company.

(b) Nothing in this clause 10.4 restricts the ability of a Shareholder to appoint Directors to the Board, grant or withhold its consent or vote at a Shareholders' Meeting.

10.5 Corporate governance

(a) The Board must develop, establish and comply with a compliance, corporate governance and risk management plan which:

(i) is acceptable to the Shareholders;

(ii) is appropriate for the Project; and

(iii) is of a standard which is at least comparable with that generally accepted in the markets in which the Project operates.

(b) The Board must ensure that the Company's auditors:

(i) establish an appropriate audit plan for the Company; and

(ii) determine a consistent and uniform methodology for the conduct of audits for the Company.

10.6 Annual Audit

The Shareholders shall procure the Company cause its auditor to conduct an annual audit and a half-year audit review of the Financial Reports of the Company in accordance with Accounting Standards. **Accounting Standards** shall mean: (a) all accounting standards or principles that it is required to comply with by applicable laws; and (b) except to the extent inconsistent with paragraph (a), International Financial Reporting Standards issued by the International Accounting Standards Board from time to time.

11. PAYMENT TO SHAREHOLDERS

(a) The Shareholders shall procure the Company pay dividends of 100% of the after tax profits of the Company less any allowances for:

(i) the Annual Business Plan;

(ii) capital adequacy and tied surplus requirements;

(iii) working capital;

(iv) any banking covenants; and

(v) the operational requirements of the Company,

having regard to prudent financial management and relevant taxation considerations.

(b) The Shareholders may cause the Company pay dividends in accordance with this clause 11 more than once in each Fiscal Year.

12. REPORTING AND INFORMATION

12.1 Reporting obligations to Directors

The Shareholders shall procure the Company ensure that the Directors receive management and financial information and reports, in a prompt manner and sufficient to

allow them to understand the financial affairs of the Company and to control the efficient operation of the Company and the Project, including the following:

(a) within ten days after the end of each month and each quarter:

(i) construction progress report (during the construction period) and operation report (during the operational period) of the Project facilities;

(ii) a brief update on matters that the Company considers to be material issues;

(iii) an unaudited:

(A) profit and loss statement;

(B) balance sheet; and

(C) statement of cash flows,

for the Company as at the end of the month/quarter and for the Fiscal Year to date prepared in accordance with applicable Accounting Standards together with a management commentary on those results;

(iv) an explanation for any significant variances in the documents referred to in clause (iii) from those contained in the Annual Business Plan;

(vi) details of any factors having the potential to affect the targets, projections or budgeted performance contained in the Annual Business Plan for the remainder of the Fiscal Year;

(b) within 60 days after the end of each Fiscal Year, audited statements referred to in clause (iii);

(c) a copy of the information and reports to be given or given to Shareholders under clauses 12.2 and 12.3; and

(d) all other information and reports necessary for the Directors to be fully informed about the management, operation and activities of the Project and the Company.

12.2 **Reporting obligations to Shareholders**

Subject to clause 23, the Shareholders shall procure the Company provide each Shareholder with the following:

(a) within 14 days of the end of each month:

(i) construction progress report (during the construction period) and operation report (during the operational period) of the Project facilities; and

(ii) a brief update on matters that the Board considers to be material issues;

(b) within 14 days of the end of each quarter and the end of each Fiscal Year:

(i) a statement of:

(A) financial performance;

(B) financial position; and

(C) cash flows,

for the Company as at the end of each month/quarter and for the Fiscal Year to date prepared in accordance with Accounting Standards with a comparison to budgeted performance for those periods together with a management commentary on those results and any explanations required by the Board; and

(ii) performance measurement reporting as resolved by the Board; and

(c) any information provided by the Company to its bankers, financiers or other advisers.

12.3 Request for additional information

A Shareholder may request the Board to provide it, and subject to clause 23, the Board must provide the Shareholder, with information relating to the affairs of the Company in addition to the information referred to in clause 12.2.

12.4 Shareholder's right of inspection

Subject to this document, the Shareholders shall procure the Company allow each Shareholder, on giving reasonable notice, access to inspect, and take copies of, all documents and other information in whatever form relating to the Project and the Company, including the accounts, provided however that **accounts** shall mean, for a period, the financial statements together with any notes appended to them and any statement or report (including any directors' declaration and any auditors' report) that is required by applicable law to be prepared in relation to them ("**Accounts**")..

12.5 Shareholder's right of audit

The Shareholders shall procure the Company allow each Shareholder, on giving reasonable notice, to conduct an internal audit of the records (including the Accounts) of the Project and the Company.

13. NON COMPETITION

MAPCO will not construct or operate or own or be directly or indirectly involved in or have any interest in the construction or operation or ownership of plant facilities for the milling of rice within the townships of Dedaye, Mawiamyinegyun, Einme, Wakema, Pathein, Kangyidaunt in Ayeyarwaddy region and Twantay in Yangon region during the term of this Agreement.

14. FINANCING/ISSUE OF FURTHER SECURITIES AND BORROWING

14.1 Issue of Shares

Subject to applicable law, the Company may issue Shares only:

(a) if the issue is on the same terms to each Shareholder and in proportion to each Shareholder's equity proportion immediately before the issue; and

(b) if the issue is approved in accordance with clause 8 and 0.

14.2 Borrowing from Shareholders

If the Company resolves in accordance with clause 8 and 0 to borrow money from the Shareholders, each Shareholder must enter into an agreement on the same terms, which terms must include that:

(a) each Shareholder is to lend to the Company an amount proportionate to its equity proportion of the total amount the Company has resolved to borrow from the Shareholders;

(b) the loan is unsecured; and

(c) the loan is non-assignable,

unless otherwise agreed between the Shareholders.

14.3 **Repayment of loans from Shareholders**

When the Company repays any money borrowed from the Shareholders under this Agreement, the Shareholders shall procure it repay each Shareholder at the same time in equal percentages of the total amount borrowed from the Shareholders.

14.4 **Shareholder guarantees given for loans from third parties**

If the Company resolves in accordance with clause 8 and 0 to borrow any money from third parties, other than the Shareholders, on terms requiring the Shareholders to give guarantees or collateral securities, the Liability of each Shareholder must be limited to its equity proportion of the amount borrowed.

14.5 **Indemnity**

If a Liability of the Company is recovered from a Shareholder, the other Shareholder indemnifies the Shareholder to the extent of its equity proportion of both the amount recovered and reasonable costs associated with the recovery.

15. **RESTRICTION ON ENCUMBRANCE OVER SHARES**

A Shareholder must not create or permit to exist any Encumbrance over all or any of its Shares unless:

(a) the Encumbrance forms part of this document or is contemplated under any Ancillary Agreement; or

(b) the other Shareholder consents to it on whatever terms the other Shareholder determines.

16. **DISPOSAL OF SHARES**

16.1 **Restriction on Disposal of Shares during Restricted Period**

For a period of five years from the 3rd Subscription Date (the "**Restricted Period**"), a Shareholder must not Dispose of any of its Shares, and the Board must not register a transfer of Shares unless:

(a) the other Shareholder consents to the Disposal;

(b) the transfer is under clause 16.3 or is to comply with the conditions in that clause; or

(c) the transfer is under clauses 9 (Deadlock), 17.1 (Exit upon Dissolution Event) or 18 (Default),

and the conditions specified in clause 16.4 have been satisfied or waived (applicable only to clause 16.4(b)) by the other Shareholder.

16.2 **Restriction on Disposal of Shares after Restricted Period**

After the expiry of the Restricted Period, a Shareholder must not Dispose of any of its Shares, and the Board must not register a transfer of Shares unless:

(a) the transfer is under clause 16.3 or is to comply with the conditions in that clause;

(b) the Shareholder complies with 0; or

(c) the transfer is under clauses 9 (Deadlock), 17 (Exit Option) or 18 (Default),

and the conditions specified in clause 16.4 have been satisfied or waived (applicable only to clause 16.4(b)) by the other Shareholder.

16.3 **Permitted transfers to certain related bodies corporate**

Despite anything in 0, a Shareholder may transfer all or a part of its Shares to:

(a) an entity in which the Shareholder has Control;

(b) a holding company which has a Control in the Shareholder(the "Holding Company"); or

(c) an entity in which the Holding Company has a Control,

on the condition that:

(d) the transferring Shareholder continues to be jointly and severally liable for all of the obligations with the transferees under this clause 16.3;

(e) the Shares are transferred back to the Shareholder if any of the abovementioned Control has been lost; and

(f) the Shareholder pays all expenses (including stamp duty) incurred by the other Shareholder in relation to the transfer and any transfer back.

16.4 **Conditions precedent to the transfer of Shares**

Subject to clause 16.5, a transfer by a Shareholder of its Shares has no legal force unless:

(a) the transferee obtains all necessary Authorisations to the transfer from the Government Agencies; and

(b) the transferee enters into the deed substantially similar to the form of Schedule 3 hereof.

16.5 **Exceptions to condition precedent to transfer of Shares**

Clause 16.4 (b) does not apply to:

(a) a transfer by a Shareholder of all of its Shares to the other Shareholder; or

(b) a transfer by both Shareholders of all their Shares.

16.6 **Notice on Share certificates**

The Shareholders shall procure the Company ensure that all Share certificates issued contain a notice to the effect that the Shares evidenced by the Share certificate are subject to restrictions on transfer.

17. **EXIT OPTION**

17.1 **Exit upon Dissolution Event**

(a) If at any time (whether during or after the Restricted Period) a Dissolution Event occurs, each of the Shareholders (the "**Withdrawing Shareholder**") shall have the right, exercisable by giving a written notice (the "**Dissolution Event Notice**") to the other Shareholder to cause the Company to be dissolved and liquidated, provided however that only Mitsui shall have the right to send the Dissolution Event Notice in relation to the Review Event.

(b) If the other Shareholder opposes to the dissolution (the "**Remaining Shareholder**"), the Remaining Shareholder shall purchase all of the shares of the Withdrawing Shareholder by sending written notice (the "Purchase Right Notice") of their intent to exercise such right to the Withdrawing Shareholder within 60 days after their receipt of the Dissolution Event Notice (the "**Purchase Right Period**"). If the Withdrawing Shareholder receives from the other Shareholder (the "Remaining Shareholder") during the Purchase Right Period the Purchase Right Notice for the purchase of collectively all of its shares, then: (i) the purchase and sale of the Shares owned by the Withdrawing Shareholder will be effected as of the end of the Purchase Right Period, and, as soon as possible thereafter (but in no event later than 30 days after receipt by the Withdrawing Shareholder of the Purchase Right Notice), subject to the receipt of governmental, regulatory or other required approvals, the Withdrawing Shareholder will deliver the share certificates representing its shares, and any other documents necessary to effect the transfer of such shares, to the Remaining Parties, and the purchase price will be at 100% of the Share Value multiplied by the number of the Shares held by the Withdrawing Shareholder; (ii) the Remaining Shareholder will cause all indebtedness owned by Company to the Withdrawing Shareholder (other than indebtedness arising in the regular and ordinary course of business) to be promptly repaid and discharged in full; (iii) all guarantees and security collateral provided by the Withdrawing Shareholder for the Company will be promptly released on the Remaining Shareholder' responsibilities (failing which, indemnities accompanied by adequate security collateral will be given by the Remaining Shareholder to the Withdrawing Shareholder); and (iv) all Directors and Officers nominated by the Withdrawing Shareholder will resign.

17.2 If the other Shareholder did not oppose the dissolution by sending the Purchase Right Notice within the Purchase Right period, all the Shareholders hereto shall take and cause to be taken all necessary steps for and dissolving and liquidating the Company,

17.3 **Exit after Restricted Period**

Notwithstanding what is stated elsewhere in this Agreement, after the expiry of the Restricted Period and where there is political instability, significant change in business environment of the Company due to regulation change, or any other reasons which might make it commercially difficult for a foreign entity to remain as shareholder, Mitsui may elect at its absolute discretion to sell all or a part of its Shares to MAPCO at a price per Share equal to 90% of the Share Value, and in such case MAPCO shall purchase such Shares from Mitsui.

17.4 **Completion**

If Mitsui gives written notice (the "**Exit Notice"**) to MAPCO of the exercise of Mitsui's option under clause 17.3:

(a) the Shareholders must complete the sale and purchase of Mitsui's Shares on the latest of:

(i) the day which is 45 days after MAPCO receives the Exit Notice;

(ii) the day which is 14 days after each of the conditions referred to in clause 16.4(a) has been satisfied or waived; and

(iii) any other date the Shareholders agree on in writing before the later of the dates in paragraphs 17.4(a)(i) and 17.4(a)(ii); and

(b) at completion:

(i) MAPCO must pay (or ensure its nominee pays) the price for Mitsui's Shares to Mitsui by electronic transfer to a bank account nominated in advance by Mitsui;

(ii) MAPCO must cause all indebtedness owed by the Company to Mitsui (other than indebtedness arising in the regular and ordinary course of business) to be promptly repaid and discharged in full; and

(iii) all guarantees and security provided by Mitsui for the Company will be promptly released by MAPCO and shall become the responsibility of MAPCO.

18. **DEFAULT**

18.1 **Amendment to Default Clause**

The Clause 8 of the Original Shareholder shall be amended as in its entirety to read as following paragraphs.

18.2 **DEFAULT EVENTS**

Each of these events or circumstances is a default event ("**Default Event**"):

(a) if a Shareholder fails to pay any amount that is due and payable by it under this document when it is due and payable including a failure of making any payment in full at each Subscription;

(b) if a Shareholder creates or permits to exist any Encumbrance over all or any of its Shares in breach of clause 15;

(c) if a Shareholder Disposes of any of its Shares in breach of clause 16.1 or clause 16.2;

(d) if MAPCO fails to comply with its obligations under clause 17.3

(e) if an Insolvency Event occurs in respect of the Shareholder;

(f) a Shareholder fails to comply with any of its material obligations under this document, other than a failure or breach referred to elsewhere in this clause;

(g) a Shareholder fails to comply with any of the obligations set forth in clause 4.3;

(h) a Shareholder fails to comply with any of its material obligations under any of the Ancillary Agreements; and

(i) any of MAPCO's Key Management fails to comply with any of its obligations under the MAPCO Directors' Undertakings.

18.3 **Default Notice**

If a Default Event is committed by or occurs in respect of a Shareholder (the "**Defaulter**"):

(a) the other Shareholder (the "**Nondefaulting Shareholder**") may give to the Defaulter a notice (the "**Default Notice**") setting out all relevant details of the Default Event it is aware of; and

(b) if the Nondefaulting Shareholder considers the Default Event can be remedied, requiring the Defaulter to remedy the Default Event within 60 days after the Defaulter receives the Default Notice (the "**Remedy Period**").

If a Default Notice is given in respect of a Shareholder, the other Shareholder (the "**Non-defaulting Shareholder**") is entitled to:

(c) require the Defaulter to purchase from the Non-defaulting Shareholder all or a part of its Shares at a price per Share equal to 150% of the Share Value, provided that in determining the Fair Market Value of the Shares the impact of the Default Event shall be disregarded, and provided further that in case Mitsui is the Defaulter Mitsui may cause a third party to purchase the Shares held by MAPCO if any foreign investment restriction is applicable at the time of such purchase in Myanmar; or

(d) require the Defaulter to sell to the Non-defaulting Shareholder or its nominee all or a part of the Shares held by the Defaulter at a price per Share equal to 50% of the Share Value, provided that in determining the Fair Market Value of the Shares the impact of the Default Event shall be disregarded

Notwithstanding the foregoing, if the Defaulter fails to comply with its obligation under paragraph 18.3(c) above, the Non-defaulting Shareholder may sell both Shareholders' Shares to a third party purchaser and retain an amount equal to the amount which the Non-defaulting Shareholder would have received if the Defaulter had complied with its obligation, and for the purposes of this paragraph, the Defaulter irrevocably appoints the Non-defaulting Shareholder as its attorney to do anything (including execute any document) necessary for the transfer of Shares.

18.4 **Determining Fair Market Value**

If the Nondefaulting Shareholder gives notice of its exercise of its option under clause 18.3 and the Shareholders fail to agree on a price within 14 days:

(a) the Shareholders must arrange for a Valuer to be appointed and instruct the Valuer to determine, and certify in writing, the Fair Market Value;

(b) the Shareholders must ensure that the Valuer certifies the Fair Market Value within 28 days after it is instructed to do so;

(c) the Valuer acts as an expert and not as an arbitrator; and

(d) the Valuer's determination is, in the absence of manifest error, final and binding on the Shareholders.

18.5 **Costs of Valuation**

The Defaulter must pay:

(a) the cost of obtaining the Fair Market Value; and

(b) all expenses (including stamp duty if applicable) incurred by the Non-defaulting Shareholder in relation to a sale under this clause 18.

18.6 **Time for completion**

The Shareholders must complete the sale of the Defaulter's Shares under this clause 18 on the latest of:

(a) the day which is 14 days after the Nondefaulting Shareholder gives notice of its exercise of its option under clause 18.6 or the Valuer certifies the Fair Market Value (as the case may be);

(b) the day which is 14 days after each of the conditions referred to in clause 16.4(a) has been satisfied or waived; and

(c) any other day the Shareholders agree on in writing before the later of the dates referred to in clause 18.6(a) and (b).

At completion of the sale of Nondefaulting Shareholder's Shares under this clause 18:

(d) Nondefaulter Shareholder must do anything (including execute any document) reasonably required by Defaulter to give effect to the sale of Nondefaulting Shareholder's Shares free from any Encumbrance;

(e) Defaulter must pay (or ensure its nominee pays) to Nondefaulting Shareholder by bank transfer the price for Nondefaulting Shareholder's Shares;

(f) Defaulter must cause all indebtedness owned by the Company to Nondefaulting Shareholder (other than indebtedness arising in the regular and ordinary course of business) to be promptly repaid and discharged in full; and

(g) all guarantees and security provided by Nondefaulting Shareholder for the Company will be promptly released by Defaulter and the necessary replacement of any such guarantees and security shall become the responsibility of Defaulter.

18.7 **Rights under this clause 18 not exclusive**

The rights and remedies under this clause 18 are in addition to, and do not take away from any other right or remedy a Shareholder may have under this document or otherwise under applicable law.

19. **TERMINATION**

19.1 **Termination of agreement**

The rights and obligations of the Parties under this Agreement terminate:

(a) in respect of all Parties on the earliest of:

(i) any date the Parties agree on in writing;

(ii) the date on which there is only one Shareholder remaining in the Company;

(iii) the date on which the Company is wound up;

(iv) the date of the sale to a third party purchaser under clause 0 has been successfully completed;

(b) in respect of a Shareholder, on the date that such Shareholder ceases to hold Shares save for the cases stated in clause 16.3.

19.2 **Consequences of termination**

On termination, this document is at an end as to its future operation, except for:

(a) any claim or enforcing any other right which arises on, or has arisen before, termination;

(b) this clause 19 and clauses 1 (Interpretation), 21 (Dispute Resolution), 22 (Representations and Warranties, 23 (Confidentiality and Announcements), 26 (Notices), 27 (Amendment and Assignment) and 28 (General) and any clause expressed to survive termination of this document; and

(c) any other provisions of this document necessary for or incidental to the operation of those clauses.

, provided however that claim shall mean, in relation to a person, any claim, cause of action, proceeding, Liability, suit or demand made against the person concerned however it arises and whether it is present or future., fixed or unascertained, actual or contingent.

20. EXPANSION OF PROJECT AND FUTURE PAID-IN CAPITAL DECREASE

20.1 The Shareholders agree to jointly conduct feasibility study on expanding the scope of the Project to include milling of parboiled rice, production of rice bran oil or other rice related products subject to (i) unanimous vote of the Shareholders as set forth in Schedule 5 hereof, (ii) feasibility study with the satisfactory results thereof to both Parties, (iii) agreement on definitive agreements with the terms satisfactory to relevant parties, and (iv) internal approvals are obtained at each Party.

20.2 The Shareholders agree to discuss incorporating a mechanism of paid-in capital decrease in the Constitutional Documents in order to enable Shareholders to implement paid-in capital decrease at the time the Company start to generate enough cash to sustain its operation without a need for the total equity injected by the Shareholders by that time.

21. DISPUTE RESOLUTION

21.1 **Resolution of Dispute by negotiation**

If a any dispute arising out of this Agreement or associated documents thereto ("**Dispute**") arises between any of the Parties:

(a) one of them may notify the other Parties of the existence of the Dispute under this clause 21 and the nature of the Dispute (the "**Dispute Notice**"); and

(b) each Party must then, within ten days after the Dispute Notice is given:

   (i) prepare, and exchange with the other Parties, a brief statement setting out the Party's position on the Dispute and its reasons for adopting that position; and

   (ii) give to the other Parties any information any of the other Parties may reasonably require to determine the issues relevant to the Dispute; and

(c) within ten days after the statements are exchanged under clause 21.1(b), a senior representative from each Party must meet and consult to try to resolve the Dispute.

21.2 Where Dispute resolved by negotiation

If the Dispute is resolved under clause 21.1 within the Resolution Period (for Clause 21, 28 days after a Dispute Notice is given under Clause 21.1):

(a) the Parties must, as soon as possible, execute a statement setting out the terms of the agreement reached; and

(b) each Party must do anything (including execute any document) reasonably required by the other Parties to give effect to the agreement.

21.3 Resolution of Dispute by arbitration

If the Dispute is not resolved under clause 21.1 within the Resolution Period, Clause 16 of the Original Agreement shall apply. The Tribunal shall consist of three arbitrators. The language of the arbitration shall be English.

21.4 Continued performance required

Each Party must continue to perform its obligations under this document despite the existence of a Dispute except to the extent that the matter, the subject of the Dispute and matters necessarily dependent on it, cannot be proceeded with until the Dispute has been resolved.

21.5 Information to be used for no other purpose

(a) The Parties agree that the purpose of a Party providing any information, including the making of any offer of settlement, under this clause 21, is to attempt to resolve the Dispute between the Parties.

(b) This information is taken to be Confidential Information (as defined below) under clause 23.

(c) A Party may not use this information provided under this clause 21 for any purpose other than to resolve the Dispute between them.

21.6 Breach of clause releases the other Parties

If, in relation to a Dispute, a Party breaches any provision of this clause 21, the other Parties are not bound by the clause in relation to that Dispute.

22. REPRESENTATIONS AND WARRANTIES

22.1 MAPCO's representations and warranties

MAPCO represents and warrants in favour of each of Mitsui and the Company that:

(a) (**status**) it is a company duly organised and validly existing under the laws of Myanmar;

(b) (**power**) it has full legal capacity and power to:

   (i) own its property and to carry on its business; and

   (ii) enter into this document and to carry out the transactions that it contemplates;

(c) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;

(d) (**Authorisations**) it holds each Authorisation that is necessary or desirable to:

(i) enable it to properly execute this document and to carry out the transactions that it contemplates;

(ii) ensure that this document's legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on the Project,

and it is complying with any conditions to which any of these Authorisations is subject;

(e) (**documents effective**) this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;

(f) (**no contravention**) neither its execution of this document nor the carrying out by it of the transactions that this document contemplates, does or will:

(i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;

(ii) contravene any Authorisation;

(iii) contravene any agreement, instrument or undertaking binding on it or any of its property;

(iv) contravene its constitutional documents or the powers or duties of its directors; or

(v) require it to make any payment or delivery in respect of any financial indebtedness before it would otherwise be obliged to do so;

(g) (**title to assets**) it has full ownership of any legal title to the assets to be transferred by it to the Company, in each case free and clear of any Encumbrances;

(h) (**Land and Land Lease**) There is no Encumbrances on the land title, land usage right, master lease, sub-lease or other rights on the Land 【We would like to insert representation and warranty as to the land and land lease for the Project here after confirming the relevant information related thereto.】.

(i) (**shareholders**) its [major ten (10)] shareholders and the MAPCO Directors are as set out in 0;

(j) (**SDN**) Neither the Company, MAPCO, a majority of the MAPCO Shareholders, any of the MAPCO's Key Management nor a majority of the MAPCO Directors are designated or are threatened to be designated (for the avoidance of doubt, such threat shall not be mere rumor, and needs to be based on certain reasonable evidence from reliable sources) as "Specially Designated Nationals" under the sanctions regime of the United States of America or analogous treatment under the sanctions regime of the European Union or any other countries;

(k) **(no litigation)** no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due enquiry, threatened which could affect its ability to perform any of its obligations under this document or any Ancillary Agreement;

(l) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable;

(m) **(financial reports)**:

(i) the Accounts and any other financial statements and reports that it has given to Mitsui have been prepared in accordance with the Accounting Standards;

(ii) the Accounts that it has given to Mitsui give a true and fair view of the financial condition of it and its subsidiaries as at the date to which they are made up and of the results of operations of it and its subsidiaries for the period that they cover; and

(iii) there has been no change since the date of the most recent Accounts that it has given to Mitsui;

(n) **(other information)**:

(i) the other information and reports that it has given to Mitsui in connection with this document are true and accurate in all material respects and not misleading in any material respect (including by omission); and

(ii) any forecasts, projections and opinions in them are fair and reasonable (and were made or formed on the basis of recent historical information and reasonable assumptions after due enquiry and consideration by appropriate officers of MAPCO),

as at the date of this document or, if given later, when given;

(o) **(disclosure of relevant information)** it has disclosed to Mitsui all the information that is reasonably likely to be material to an assessment by Mitsui of the risks that it assumes by entering into this document or any of the Ancillary Agreements;

(p) **(bribery and corruption)** it has complied with all applicable laws relating to bribery, corruption and anti-money laundering;

(q) **(no filings or Taxes)** it is not necessary or desirable, to ensure that this document is legal, valid, binding or admissible in evidence and has the priority that it contemplates, that it or any other document be filed or registered with any Government Agency, or that any Taxes be paid;

(r) **(no default)** it has notified Mitsui of any Default Event or potential Event of Default that has occurred and is continuing, and it is not in breach of any other agreement in a manner that could have a material adverse effect on it;

(s) **(Security Interest)** none of its property, and no property of any of its subsidiaries which is to be transferred, leased (including sub-lease), or rented to the Company, is subject to a Security Interest;

(t) **(no Controller)** no Controller is currently appointed in relation to any of its property, or any property.

22.2 **Mitsui's representations and warranties**

Mitsui represents and warrants in favour of each of MAPCO and the Company that:

(a) **(status)** it is a company duly organised and validly existing under the laws of Japan;

(b) **(power)** it has full legal capacity and power to:

(i) own its property and to carry on its business; and

(ii) enter into this document and to carry out the transactions that it contemplates;

(c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;

(d) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:

(i) enable it to properly execute this document and to carry out the transactions that it contemplates;

(ii) ensure that this document's legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on the Project,

and it is complying with any conditions to which any of these Authorisations is subject;

(e) **(documents effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;

(f) **(no contravention)** neither its execution of this document nor the carrying out by it of the transactions that this document contemplates, does or will:

(i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;

(ii) contravene any Authorisation;

(iii) contravene any agreement, instrument or undertaking binding on it or any of its property;

(iv) contravene its constitutional documents or the powers or duties of its directors; or

(v) require it to make any payment or delivery in respect of any financial indebtedness before it would otherwise be obliged to do so.

(g) **(no litigation)** no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due enquiry, threatened which could affect its ability to perform any of its obligations under this document or any Ancillary Agreement;

(h) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable;

(i) **(financial reports)**:

(i) Mitsui being a listed company in Japan has prepared the Accounts and any other financial statements and reports in accordance with the relevant stock exchange rules applicable in all material respects

(j) **(disclosure of relevant information)** it has disclosed to MAPCO all the information that is reasonably likely to be material to an assessment by MAPCO of the risks that it assumes by entering into this document or any of the Ancillary Agreements;

(k) **(bribery and corruption)** it has complied with all applicable laws relating to bribery, corruption and anti-money laundering;

(l) **(no filings or Taxes)** it is not necessary or desirable, to ensure that this document is legal, valid, binding or admissible in evidence and has the priority that it contemplates, that it or any other document be filed or registered with any Government Agency, or that any Taxes be paid;

(m) **(no default)** it has notified MAPCO of any Default Event or potential Event of Default that has occurred and is continuing, and it is not in breach of any other agreement in a manner that could have a material adverse effect on it;

(n) **(no Controller)** no Controller is currently appointed in relation to any of its property, or any property.

22.3 Repetition of representations and warranties

The representations and warranties in this clause 22 are taken to be repeated on the signing date of this Agreement 1st Subscription Date, 2nd Subscription Date and 3rd Subscription Date, on the basis of the facts and circumstances as at those dates.

22.4 Reliance on representations and warranties

MAPCO acknowledges that Mitsui has executed this document and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in clause 21.1. Mitsui acknowledges that MAPCO has executed this document and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in clause 22.2.

23. ANTI-CORRUPTION

23.1 Amendment to Anti-CORRPTION CLAUSE

The phrase "Furthermore, at all times each Party shall comply and shall procure its or its affiliates' officers, employees, agents, contractors or subcontractors comply with the abovementioned laws and regulations including without limitations obligations to implement anti-corruption policies and procedures thereunder" shall be added immediately after the last sentence of Clause 6.3 of the Original Shareholders Agreement.

24. CONFIDENTIALITY AND ANNOUNCEMENT

24.1 Confidentiality definitions

The following definitions apply in this clause 23.

Discloser means the Party giving information.

Recipient means the Party to whom information is given.

24.2 **Use and disclosure of Confidential Information**

A Party (the **Recipient**) which acquires confidential information of another Party (the **Discloser**) must not:

(a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or

(b) disclose any of the Confidential Information except in accordance with clauses 24.3 or 24.4;

(c) use or make a copy of any Confidential Information except to:

(i) acquire or check information in connection with this document; or

(ii) perform any of its obligations under this document.

, provided however that confidential information shall mean information that: (i) relates to the business, assets or affairs of the disclosing party (or any of its related bodies corporate); (ii) is made available by or on behalf of the disclosing party to the receiving party, or is otherwise obtained by or on behalf of the receiving party; and(iii) is by its nature confidential or the receiving party knows, or ought to know, is confidential ("**Confidential Information**").

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that: (i) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents; (ii) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or(iii) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

24.3 **Disclosures to personnel and advisers**

(a) The Recipient may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:

(i) the disclosure is necessary to enable the Recipient to perform its obligations or to exercise its rights under this document; and

(ii) prior to disclosure, the Recipient informs the person of the Recipient's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.

(b) The Recipient must ensure that any person to whom Confidential Information is disclosed under paragraph (a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under paragraph (a).

24.4 **Disclosures required by law**

(a) Subject to paragraph (b), the Recipient may disclose Confidential Information that the Recipient is required to disclose:

(i) by law or by order of any court or tribunal of competent jurisdiction; or

(ii) by any Government Agency, stock exchange or other regulatory body.

(b) If the Recipient is required to make a disclosure under paragraph (a), the Recipient must:

(i) to the extent possible, notify the Discloser immediately it anticipates that it may be required to disclose any of the Confidential Information;

(ii) consult with and follow any reasonable directions from the Discloser to minimise disclosure; and

(iii) if disclosure cannot be avoided:

(A) only disclose Confidential Information to the extent necessary to comply; and

(B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

24.5 Recipient's return or destruction of documents

On written request by the Disclosure the Recipient must immediately:

(a) deliver to the Discloser all documents and other materials containing, recording or referring to Confidential Information; and

(b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the Recipient or of any person to whom the Recipient has given access.

24.6 Restrictions on public announcements

Subject to clause 24.4, no Party may directly or indirectly make a public announcement about or comment on the contents of this document including any discussions between the Parties without the prior written consent of the other Parties.

25. INDEMNITY

Each Party must indemnify the other Parties against, and must pay the other Parties on demand the amount of, all Losses, Liabilities, costs, expenses, damage (including any right to common law damage) and Taxes incurred in connection with:

(a) this document, including breach of this document;

(b) the administration, and any actual or attempted preservation or enforcement, of any rights under this document;

(c) any Default Event or potential Event of Default; or

(d) force majeure events or exposure to a Liability to third parties,

to the fullest extent permitted by law.

26. NOTICES

26.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is:

(a) in writing, signed by or on behalf of the person giving it;

(b) addressed to the person to whom it is to be given; and

(c) either:

(i) delivered or sent by airmail to that person's address;

(ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full; or

(iii) sent in electronic form (such as email).

26.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

(a) if it is delivered or sent by fax:

(i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or

(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;

(b) if it is sent by mail - seven Business Days after posting; and

(c) if it is sent in electronic form – when the email message enters the addressee's information system.

26.3 Address for notices

A person's mail and email address and fax number are those set out below, or as the person notifies the sender:

MAPCO

Address:	No. JV(2) Building, Lan Thit Street, Seikkan Nal Myay, Lanmadaw Township, Yangon, Republic of the Union of Myanmar
Fax number:	***95-1-230 1653***
Email address:	md@mapco-ygn.com
Attention:	Managing Director

Mitsui

Address:	3-1 Ohtemachi 1-chome, Chiyoda-ku, Tokyo 100-8631, Japan
Fax number:	[***81-(0)3-3285-9922***]
Email address:	[***tkpmz@dg.mitsui.com***]
Attention:	[***General Manager of Grain Project Division, Food Resources Business Unit***]

27. AMENDMENT

27.1 Amendment

This document can only be amended, supplemented, replaced or novated by another document executed by the Parties.

28. GENERAL

28.1 Governing law

This document is governed by the laws set forth in Clause 15 of the Original Shareholders Agreement.

28.2 Liability for expenses

(a) Each Party must pay its own expenses incurred in negotiating, executing, stamping and registering the following documents: Constitutional Documents, the Ancillary Agreements; any document or agreement that the Parties agree in writing is to be a transaction document for the purposes of this document; any document or agreement that is entered into under any of the above; and any document or agreement that amends, supplements, replaces or novates any of the above..

28.3 Giving effect to documents

Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other Party may reasonably require to give full effect to this document.

28.4 Operation of this document

(a) Subject to paragraph (b), this document contains the entire agreement between the Parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter (including but not limited to the Shareholders' Agreement dated 26 August 2013 between MAPCO and Mitsui) is replaced by this document and has no further effect.

(b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.

(c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

28.5 Operation of indemnities

(a) Each indemnity in this document survives the expiry or termination of this document.

(b) A Party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

28.6 Set-off

If a Default Event occurs, Nondefaulting Shareholder may set off any amount in any currency that is or may become owing in any currency by Nondefaulting Shareholder to Defaulter against, any amount owing by MAPCO to Mitsui under this document. Without

prejudice to the foregoing, if such set-off is made in instances where there is political instability, significant changes in the business environment of the Company due to regulation change, or any other reasons which might make it commercially difficult for a foreign entity to remain as shareholder, Mitsui may:

(a) change the terms (including the repayment date) of any account or other payment obligation between the Parties;

(b) convert amounts into different currencies in accordance with Mitsui's usual practice; and

(c) do anything (including execute any document) in the name of MAPCO that Mitsui considers necessary or desirable.

This subclause overrides any other document or agreement to the contrary.

28.7 Transmittance

If any payment is made by the Company to Mitsui under this Agreement, regardless of it being dividend, service fee, secondment fee, loan interest payment, loan repayment or other, the Shareholders shall procure the Company indemnify Mitsui in case Mitsui incurs any cost or loss in relation to transmitting the relevant amount to outside of Myanmar including without limiting cost of getting permissions from the Authorities for such transmittance or any foreign exchange loss caused by a delay in transmittance due to such permissions not being made in a timely manner for political instability or other disruptive events.

28.8 Inconsistency with other documents

If this document is inconsistent with any other document or agreement between the Parties, this document prevails to the extent of the inconsistency.

28.9 Priority

In case of any conflict between this Agreement and other documents including the Constitutional Documents, this document, and subsequently associated agreements thereto takes precedence to the maximum extent allowed under applicable law before the Constitutional Documents.

28.10 Effective Date

This Agreement takes effect as of the date hereof and continues to be in effect until either or both Shareholders or its successor ceases to be a Shareholder this Agreement, provided however that this Agreement ceases to take effect on any Shareholder or its successor who ceases to be a shareholder in the Company. Such cessation of effect shall not affect any of the rights and obligations accrued or assumed by the date of date on which the relevant shareholder ceases to be a shareholder in the Company.

28.11 Counterparts

This document may be executed in counterparts.

28.12 Force majeure

Force majeure event shall mean the events beyond the reasonable control of the affected Party, namely war or civil war (whether declared or not), other hostilities (including terrorism, vandalism, riot, insurrection, revolution or other civil commotion), explosion, bombing, epidemic or quarantine restrictions, fire, flood, storm, earthquake, hurricanes, tornado, drought, government restrictions, sanctions regime preventing Japanese banks to complete wire transfer (the "**Force Majeure Event**").

The Parties may upon written mutual agreement temporarily close all or part of the Project if, by reason of a Force Majeure Event occurring after the start of commercial operation of the Project by the Company, it is not reasonable in the circumstances to continue with operations in accordance with the terms of this Agreement.

Schedule 1 Deed of Accession

THIS DEED OF ACCESSION is made and entered on [•], 20[•] by [•] [(the "**Transferee**")], a company incorporated in [•] with its registered office at [•] in favour of and for the benefit of each and all of the following [**(other than the Transferring Shareholder (as defined therein)**]):

(i) the parties to the Original Shareholders Agreement dated [•], the Amendment Shareholders' Agreement, the Side agreement Deed JVA dated [•] (collectively referred to as the "**Shareholders' Agreement**") made between XXXX Co., Ltd and YYYY Co., Ltd in order to agree operation and management of their joint venture company called Myanmar Japan Rice Industry Co., Ltd., with its registered office at [•] (the "**Company**"); and

(ii) all persons and corporations who are or subsequently become shareholders of the Company.

W H E R E A S:

(A) The parties to the Shareholders' Agreement have agreed thereunder to regulate the affairs of the Company as set out therein.

(B) The Transferee is the transferee of ***[state the number of shares]*** Shares (as defined therein) in the issued capital of the Company (the "**Transferred Shares**") by virtue of the instrument(s) of transfer in respect thereof executed by ***[state the name of the Transferor]*** (the "**Transferring Shareholder**").

(C) By the terms of Shareholders' Agreement, it is a condition precedent to the transfer to the Transferee of the Transferred Shares that the Transferee executes this Deed.

N O W T H I S D E E D W I T N E S S E S as follows:

1. In this Deed, all references to the "**Shareholders' Agreement**" means the Shareholders' Agreement referred to in sub-paragraph (i) above and includes all amendments, additions and variations thereto agreed between the parties thereto as contained or evidenced by the following documents:

    [state the documents, if any]

2. The Transferee hereby covenants and agrees with each of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed:

    (a) that in consideration of and upon the registration in the Company's register of members of the Transferee as the holder of the Transferred Shares, the Transferee will as from the date of the registration of the Transferee as holder of the Transferred Shares, be bound by, and be entitled to the benefit of, all the terms and conditions of the Shareholders' Agreement which are applicable to it as a Shareholder (as defined in the Shareholders' Agreement) in all respects as if it had been a party thereto; and

    (b) that this Deed is enforceable against the Transferee by any of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed.

3. For the purpose of Clause 19 of the Shareholders' Agreement, the address and facsimile number of the Transferee is:

    Address : [•]

Attention	:	[•]
Facsimile No.	:	[•]

4. This Deed shall be governed by, and construed in accordance with, the laws of Myanmar.

SCHEDULE 2

(clause 4)

Table (A): 1st Subscription Conditions

	Condition	Party to satisfy	Rightful party to waive
1.	Use of the land to be leased under the Land Lease Agreement shall have been converted from agricultural use to industrial use to allow the carrying out of the Project thereon	MAPCO	Mitsui
2.	Land to be leased under the Land Lease Agreement is available to the Company under and in accordance with the terms of the Land Lease Agreement free and clear of any encumbrances or third party interests that might adversely affect the use of the land by the Company for the purpose of the Project	MAPCO	Mitsui
3.	All necessary approvals and consents having been obtained from relevant government authorities, including without limitation: a. Receipt of a Myanmar Investment Commission Permit b. Obtaining confirmation from DICA of the registration of the amendments to the Constitutional Documents with the Ministry of National Planning and Economic Development, Directorate of Investment and Company Administration	MAPCO	Mitsui
4.	Transfer to the Company of any contracts entered into by MAPCO relating to the Project that, in the opinion of both MAPCO and Mitsui, should be in the name of the Company	MAPCO	Mitsui
5.	Completion of the due diligence on the Company and the Project including without limitations the Land and rights and obligations surrounding the Land by Mitsui and its consultants to their satisfaction	MAPCO, in terms of providing relevant information and allowing and assisting Mitsui or its advisors to access the relevant sites and the relevant sources of information.	Mitsui
6.	The MAPCO Directors' Undertaking having been executed by all parties thereto	MAPCO	Mitsui
7.	Obtaining all necessary competition clearances from relevant jurisdictions (if applicable) on the terms satisfactory to both	MAPCO and Mitsui	MAPCO and Mitsui jointly

	Condition	Party to satisfy	Rightful party to waive
	MAPCO and Mitsui		
8.	Identification of rice paddy, raw rice, or other rice supply sources (such sources includes but not limited to farmers who can provide appropriate paddy or rice crops for the Project on contract farming basis, ASCs, millers and dealers) and have a feasible plan for procurement of supply contracts with such rice paddy, raw rice or rice supply sources on behalf of the Company in competitive prices and at cost basis (including a minimum supply requirement per year as well as minimum quality requirement which would be suitable for sale at international market); 【subject to possible amendment after further study on procurement study.】 [Identification of suppliers of rice husks to be used for the biomass power plant of the Project and procurement of supply contracts with such suppliers for rice husks for the Project (if applicable)]	MAPCO	Mitsui
9.	Approval from Government Agencies in relation to all of the transmittances which is reasonably anticipated to take place under this Agreement	MAPCO	Mitsui
10.	The Ancillary Agreements (other than the MAPCO Directors' Undertakings) having been agreed by all parties thereto	MAPCO and Mitsui	MAPCO and Mitsui jointly
11.	Completion of environmental and social due diligence in relation to the proposed site of the Project by the Company and its consultants and obtain ESIA Approvals based on the results of the due diligence, and the findings of such environmental and social due diligence being satisfactory to Mitsui	MAPCO in terms of causing and supporting the Company to conduct the due diligence and obtain the ESIA Approvals	Mitsui
12.	Satisfaction of all conditions precedent contained in all Ancillary Agreements (other than the MAPCO Directors' Undertakings which should not contain such conditions precedent and the Land Lease Agreement)	MAPCO and Mitsui	MAPCO and Mitsui jointly
13.	Satisfaction of all conditions precedent contained in Land Lease Agreement (if any)	MAPCO	Mitsui
14.	New Constitutional Documents have been agreed between the Shareholders	MAPCO and Mitsui	MAPCO and Mitsui jointly
15.	All of the Representations and Warranties	MAPCO	Mitsui

	Condition	Party to satisfy	Rightful party to waive
	provided by MAPCO to Mitsui under clause 22.1 is true and accurate.		
16.	All of the Representations and Warranties provided by Mitsui to MAPCO under clause 22.2 is true and accurate.	Mitsui	MAPCO
17.	The Annual Business Plan has been discussed in detail and agreed upon by both Parties	MAPCO and Mitsui	MAPCO and Mitsui jointly

Table (B): 2nd Subscription Conditions

	Condition	Party to satisfy	Rightful party to waive
1.	All of the outstanding items which were waived by a rightful party before 1st Subscription have been satisfied or waived by a rightful party.	The Party which has the obligation to satisfy the relevant obligation under table (A) in this SCHEDULE 2	The Party which has the right to waive the relevant obligation under table (A) in this SCHEDULE 2
2.	Successful completion of 1st Subscription in accordance with clause 5.	Each Shareholder with respect to its portion of obligations set forth in clause 5.2, subject to clause 5.1	MAPCO and Mitsui jointly
3.	All of the Representations and Warranties provided by MAPCO to Mitsui under clause 22.1 is true and accurate.	MAPCO	Mitsui
4.	All of the Representations and Warranties provided by Mitsui to MAPCO under clause 22.2 is true and accurate.	Mitsui	MAPCO
5.	All of the approvals set forth in Table (A) in this SCHEDULE 2 obtained before 1st Subscription continues to be valid and is not threatened to be revoked.	The Party which has the obligation to satisfy the relevant obligation under table (A) in this SCHEDULE 2	The Party which has the right to waive the relevant obligation under table (A) in this SCHEDULE 2
6.	All of the contracts set forth in Table (A) in this SCHEDULE 2 agreed before 1st Subscription continues to be valid and effective.	The Party which has the obligation to satisfy the relevant obligation under table (A) in this SCHEDULE 2	The Party which has the right to waive the relevant obligation under table (A) in this

	Condition	Party to satisfy	Rightful party to waive
			SCHEDULE 2

Table (C): 3rd Subscription Conditions

	Condition	Party to satisfy	Rightful party to waive
1.	All of the outstanding items which were waived by a rightful party before 2nd Subscription have been satisfied or waived by a rightful party.	The Party which has the obligation to satisfy the relevant obligation under table (B) in this SCHEDULE 2	The Party which has the right to waive the relevant obligation under table (B) in this SCHEDULE 2
2.	Successful completion of 2nd Subscription in accordance with clause 5.	Each Shareholder with respect to its portion of obligations set forth in clause 5.2, subject to clause 5.1	MAPCO and Mitsui jointly
3.	All of the Representations and Warranties provided by MAPCO to Mitsui under clause 22.1 is true and accurate.	MAPCO	Mitsui
4.	All of the Representations and Warranties provided by Mitsui to MAPCO under clause 22.2 is true and accurate.	Mitsui	MAPCO
5.	All of the approvals set forth in Table (A) in this SCHEDULE 2 obtained before 1st Subscription or 2nd Subscription continues to be valid and is not threatened to be revoked.	The Party which has the obligation to satisfy the relevant obligation under table (A) in this SCHEDULE 2	The Party which has the right to waive the relevant obligation under table (A) in this SCHEDULE 2
6.	All of the contracts set forth in Table (A) in this SCHEDULE 2 agreed before 1st Subscription or 2nd Subscription continues to be valid and effective.	The Party which has the obligation to satisfy the relevant obligation under table (A) in this SCHEDULE 2	The Party which has the right to waive the relevant obligation under table (A) in this SCHEDULE 2

SCHEDULE 3

Expressions Used in this Agreement

Affiliate means:

(a) in relation to a corporate body, each of:

   (i) the entity or person(s) which Control that body;

   (ii) the entity or person(s) which that body Controls; and

   (iii) the entity or person(s) which is under the same Control with that body.

Ancillary Agreements means:

(a) Land Lease Agreement, which shall mean the agreement to be entered into between MAPCO as lessor and the Company as lessee in respect of the Land for a term of at least thirty (30) years with two options to extend the term for another ten years for each option;

(b) EPC Related Contract(s); which shall mean the contract(s) for the engineering, procurement and construction of the Project facilities (including civil works) in Twante, Yangon, to be entered into between the Company as owner and an EPC contractor;

(c) Technical Maintenance and Services Agreement, which shall mean the agreement(s) to be entered into between the Company and internationally or regionally recognised maintenance services companies agreed by the Parties for the provision of technical maintenance services to the Project facilities;

(d) Secondment Agreement, which shall mean the agreement entered into between the Company and Mitsui in relation to the secondment of employees of Mitsui to the Company to assist the operation and management of the Company;

(e) MAPCO Directors' Undertakings, which shall mean the undertakings in the agreed terms to be given by MAPCO's Key Management pursuant to which such persons jointly and severally guarantee to Mitsui the performance of the obligations of MAPCO under this Agreement and associated documents thereto, the Land Lease Agreement and any other obligations defined under the Ancillary Agreements; and

(f) any other document agreed by the Parties to be an Ancillary Agreement.

Authorisation means:

(a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and

(b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Yangon, Myanmar, Tokyo, Japan and Singapore, Singapore.

Control, in respect of a body corporate, means the ownership of fifty per cent (50%) or more of the shares or other securities giving the right to vote on or direct the affairs of the body corporate, or otherwise the ability to control the decision making of the body corporate.

Controller means a receiver and/or manager, administrator, trustee or analogous person appointed in relation to property for the purpose of enforcing a Security Interest.

Director means a person defined as director under the Companies Act (1914) in Myanmar.

Dispose, in relation to any property, means to, or to agree to, sell, transfer, assign, make a gift of, grant an option over, declare a trust over, part with the benefit of, or otherwise deal with, dispose of or create an interest in the property, (or, if applicable, any interest in it) other than by creating an Encumbrance but includes to enter into a transaction in relation to a Share (or any interest in the Share) which results in a person other than the registered holder of the Share:

(a) acquiring any equitable interest in the Share, including an equitable interest arising under a declaration of trust, an agreement for sale and purchase or an option agreement;

(b) acquiring any right to receive directly or indirectly any dividends payable in respect of the Share;

(c) acquiring any right of pre-emption, first refusal or other control over the disposal of the Share;

(d) acquiring any right of control over the exercise of any voting rights or rights to appoint Directors attaching to the Share; or

(e) otherwise acquiring legal or equitable rights against the registered holder of the Share which have the effect of placing the person in the same position as if the person had acquired a legal or equitable interest in the Share itself.

Dissolution Event means any of the following:

(a) where as of the end of any fiscal quarter, the accumulated losses of the Company exceed two-thirds of the paid-in capital amount of the Company;

(b) the Company earns no after-tax profit in the three consecutive Fiscal Years starting in the Fiscal Year commencing [1 April 2016];

(c) the Company is subject to an Insolvency Event;

(d) a Review Event occurs and the senior management of each Shareholder are not able to resolve the matters which gave rise to such Review Event within a period of 30 days following such Review Event;

(e) it becomes illegal under applicable laws for the Company to conduct the Project or for either of the Shareholders to hold the Shares; or

(f) as deemed to have occurred in accordance with clause 0;

Encumbrance means:

(a) a Security Interest; or

(b) an easement, restrictive covenant, caveat or similar restriction over property.

Fair Market Value means the value, expressed as a cash price per Share, assessed by the Valuer to be the fair market value of a Share on the basis of an arm's length transaction between a willing, but not anxious, seller and a willing, but not anxious, buyer;

(a) by reference to past accounts and current management figures and forecasts for the Company;

(b) taking into account past and prospective earnings and underlying net asset values of the Company; and

(c) having regard (in the Valuer's absolute discretion) to representative price/earnings ratios in the industry in Myanmar, future maintainable earnings and any other factors the Valuer considers relevant.

provided however that the Valuer means an accounting firm which is independent of each Party and, unless otherwise agreed between the Parties in writing, chosen from [Yangon PricewaterhouseCoopers Myanmar Co., Ltd], [PricewaterhouseCoopers (PWC) in Singapore], [KPMG Advisory (Myanmar) Limited] or [KPMG in Singapore] (the "**Valuer**").

Government Agency means:

(a) a government or government department or other body;

(b) a governmental, semi-governmental or judicial person; or

(c) a person (whether autonomous or not) who is charged with the administration of a law.

Insolvency Event means, in respect of a person:

(a) an order being made, or the person passing a resolution, for its winding up;

(b) an application being made to a court for an order for its winding up, unless the application is withdrawn or dismissed within ten days;

(c) an administrator being appointed to the person;

(d) (i) a Controller or analogous person being appointed to the person or any of the person's property;

(ii) an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property, unless the application is withdrawn or dismissed within ten days; or

(iii) an appointment of the kind referred to in paragraph (d)(ii) being made (whether or not following a resolution or application);

(e) the holder of a Security Interest, or any agent on its behalf, appointing a Controller or taking possession of any of the person's property or otherwise enforcing or exercising any rights under the Security Interest;

(f) the person:

(i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or

(ii) being taken by applicable law to be (or if a court would be entitled or required to presume that the person is) unable to pay its debts or otherwise insolvent;

(g) the process of any court or authority being invoked against the person or any of its property to enforce any judgment or order for the payment of money or the recovery of any property, unless the person is able, within seven days, to satisfy the other Shareholder that there is no substantial basis for the judgment or order in respect of which the process was invoked;

(h) the person dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason;

(i) the person taking any step that could result in the person becoming an insolvent under administration (as defined under applicable law);

(j) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(k) any analogous event,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other Shareholder.

Key Management means each Shareholder's directors, chairmen, officers or others who have the capability to make decisions equivalent to the persons in the foregoing positions.

Land means the land plot located at Plot No. 1/4, 122-C Kan Patt Yoe Kwin, Phayar Ngote (Ma) Village Group, Dala Road, Twante Township, Yangon, Republic of the Union of Myanmar.

Liability means, in relation to a person, any duty, liability or obligation however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Loss includes any loss, damage, Liability, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense) however it arises and whether it is present or future, fixed or unascertained, actual or contingent but excluding any consequential or indirect loss, economic loss or loss of profit.

MAPCO Directors means the directors of MAPCO at the relevant time and who, as at the date of this document, are as set out in 0.

Officers means the position of chief financial officer, chief administrative officer, chief marketing officer, chief procurement officer, chief information technology officer, or other Key Management equivalent or analogous to the foregoing.

Products means white rice and rice bran.

Review Event means any of the following:

(a) Within seven (7) years from 3rd Subscription, the current chairman of MAPCO or the current managing director of MAPCO Disposes of his or her shares in MAPCO or ceases to serve as the chairman or the managing director or a director (as the case may be) of MAPCO or ceases to be an employee of MAPCO.

(b) the Company, MAPCO, a majority of the MAPCO Shareholders (any person who holds a share in MAPCO, collectively "**MAPCO Shareholders**"), any of the MAPCO's Key Management or a majority of the MAPCO Directors are designated as "Specially Designated Nationals" under the sanctions regime of the United States of America or analogous treatment under the sanctions regime of the European Union or any other countries; or

(c) any change in the Authorisation, the law of or political circumstances in Myanmar which has or is reasonably likely to have a material adverse effect on the Project or the Company.

Security Interest means:

(a) any mortgage, pledge, lien or charge; or

(b) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Share means an ordinary share stated in the Companies Act (1914) in Myanmar;

Share Value means the greater of:

(a) the book value of each Share in the most recent financial statement of the Company; and

(b) the Fair Market Value of each Share.

Subscription means the subscription by MAPCO and Mitsui for Shares at 1st Subscription, 2nd Subscription and 3rd Subscription in accordance with clause 5.2.

Subscription Conditions means the conditions set out for each 1st Subscription, 2nd Subscription and 3rd Subscription under clause 0.

Subscription Date means the date on which the Shareholders subscribe for Shares under clause 5.1.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

USD means United States Dollars, the lawful currency in the United States of America.

W/C Finance means the finance to be procured by the Company, targeting USD[10]million.

SCHEDULE 4

(clause 7)

MATTERS REQUIRING UNANIMOUS VOTE

MATTERS REQUIRING UNANIMOUS VOTE OF SHAREHOLDERS

A resolution of the Shareholders about any of the matters set out below requires the Unanimous Vote or consent of all the Shareholders:

(c) any change to the Constitutional Documents of the Company;

(d) any change in the Company's corporate form, any merger or consolidation of the Company with or into any other entity, any sale or transfer of all or a substantial portion of the Company's assets or business, or any liquidation or dissolution of the Company;

(e) any issuance or redemption of shares of capital stock of the Company or any other increase, decrease or other change in the capital of the Company;

(f) any change in the policy of the Company with respect to the dividend or other distribution of profits or assets or repayment of any loans by the Company thereto;

(g) approval of or any change to or departure from the Master Business Plan or any annual or quarterly business plan of the Company;

(h) establishment of any subsidiary or acquisition by the Company of any other entity;

(i) any loan or other financing by the Company to any person or any guarantee by the Company to secure obligations of any entity other than the Company;

(j) any borrowing or other incurrence of indebtedness, or issuance of bonds or debentures (whether or not convertible into shares);

(k) any purchase, lease or other acquisition of assets or other investments by the Company;

(l) any sale, lease, transfer or other disposition of, or grant of any Security Interest or other encumbrance over, any assets of the Company;

(m) commencement of any litigation, arbitration or other legal proceeding;

(n) the Company's entering into, amending or terminating any Ancillary Agreement, any contract having a term exceeding one year, any distributorship, agency, sales representative, or other frame, master or basic contract, or any contract granting exclusivity to any person;

(o) the Company's entering into, amending or terminating any contract with any Shareholder, any affiliate thereof, or any shareholder of MAPCO or any related person;

(p) adoption or modification of compensation arrangements for Directors or officers of the Company or general compensation policies for employees of the Company;

(q) any public offering or listing of the Company's shares

(r) any expenditure for the preparation of expanding the scope of the Project in aggregate, final investment decision of, or implementation of any or all part of such explanation; and

(s) any other matters not specified hereinabove, but materially affecting the interests of the Company or the Shareholders.

SCHEDULE 5

(clause 16)

Procedure for transfer of shares to a third party

2. **TRANSFER NOTICE**

Any transfer under this Schedule 6 shall be all of the Shares held by a Shareholder and may not be a part of the Shares held by a Shareholder.

If a Shareholder (the "**Transferor**") wants to transfer all of its Shares (the "Transfer Shares") to a third Party, it must give a notice (the "**Transfer Notice**") to the other Shareholder and the Company that specifies:

(a) the price at which it is prepared to transfer the Transfer Shares (which must be a cash price only) (the "**Transfer Price**");

(b) all other terms on which the Transferring Shareholder is prepared to transfer the Transfer Shares; and

(c) the name and address of the person to whom it wants to transfer the Transfer Shares.

The Transfer Notice must accurately reflect a bona-fide offer Transferor received from a purchaser, provided however that such purchaser may not be any party who is designated or is threatened to be designated as "Specially Designated Nationals" under the sanctions regime of the United States of America or analogous treatment under the sanctions regime of the European Union or any other countries.

A Transfer Notice is irrevocable once given, unless the other Shareholder consents otherwise.

3. **OFFER OF SHARES**

The Transfer Notice is an offer by the Transferor to sell the Transfer Shares to the other Shareholder at the Transfer Price and on the other terms set out in the Transfer Notice (the "**Offer**").

4. **ACCEPTANCE OF OFFER**

The other Shareholder may accept the Offer by giving a notice (the "**Acceptance Notice**") to the other Shareholder and the Company within 60 days after the Transfer Notice is given (the "**Offer Period**").

5. **OFFER ACCEPTED**

If the other Shareholder accepts the Offer under paragraph 4:

(a) the Shareholders must complete the sale and purchase of the Transfer Shares on the latest of:

 (i) the day which is 28 days after the Transferor receives the Acceptance Notice;

 (ii) the day which is 14 days after each of the conditions referred to in clause 16.4(a) has been satisfied or waived; and

(iii) any other date the Shareholders agree on in writing before the later of the dates in paragraphs 5(a)(i) and (ii).

(b) at completion:

(i) the Transferor must do anything (including execute any document) reasonably required by the other Shareholder to give effect to the sale and purchase of the Transfer Shares free from any Encumbrance;

(ii) the other Shareholder must pay (or ensure its nominee pays) the Transfer Price by bank transfer;

(iii) Transferee must cause all indebtedness owned by the Company to Transferor (other than indebtedness arising in the regular and ordinary course of business) to be promptly repaid and discharged; and

(iv) All guarantees and security provided by the Transferor for the Company will be promptly released by Transferee and the necessary replacement of any such guarantees and security shall become the responsibility of Transferee.

6. **OFFER NOT ACCEPTED**

Subject to Paragraph 6 of this Schedule 6, If the other Shareholder does not accept the Offer within the Offer Period, the Transferor may transfer the Transfer Shares:

(a) to the person named in the Transfer Notice;

(b) at a price no less than the Transfer Price; and

(c) on terms no more favourable to that person than the terms set out in the Transfer Notice,

within three months after the end of the Offer Period.

7. **TAG-ALONG RIGHT**

If MAPCO is the Shareholder which gives the Offer and Mitsui does not accept the Offer within the Offer Period, Mitsui may, within thirty (30) days after the expiration of the Offer Period, require that in order for the transfer to the person named in the Transfer Notice to proceed, that person must also purchase from Mitsui:

(a) on the same terms as apply to the sale by MAPCO to that person;

(b) all of the Shares then held by Mitsui and MAPCO.

If that person is not able to meet the abovementioned conditions, no transfer of the Shares may be made by MAPCO and Mitsui in relation to the Transfer Notice.

SCHEDULE 6

(clauses 1.1 and 22.1(i))

Directors and Shareholders of MAPCO

Directors of MAPCO

No.	Name	Position	NRC No.
1	U Chit Khine	Chairman	12/A Sa Na (N) 078263
2	U Ye Min Aung	Managing Director	12/Ta Ma Na (N) 094582
3	Dr. Soe Tun	Executive Director	3/Ba A Na (N) 008136
4	U Thaung Win	Executive Director	12/Sa Kha Na (N) 029036
5	U Tin Maung Hlaing	Executive Director	12/Sa Kha Na (N) 057982
6	U Ar Yu	Executive Director	14/Ha Tha Na (N) 044244
7	U Aung Myint	Executive Director	12/La Tha Na (N) 010299
8	U Kyaw Kyaw Win	Executive Director	12/ La Ma Tha (N) 021092
9	U Zaw Win Oo	Executive Director	12/Ya Ka Na (N) 068549
10	U Maung Maung Tin	Executive Director	12/Sa Ka Kha (N) 010825
11	U Hla Oo	Executive Director	13/Ka Kha Na (N) 020288
12	U Tun Lwin	Executive Director	12/La Ma Ta (N) 013763
13	U Aung Than Oo	Executive Director	12/La Tha Na (N) 033429
14	U Hla Myo	Executive Director	9/Ma Ta Na (N) 10154
15	U Min Lwin Aung	Executive Director	5/Ya Ba Na (N) 132833

Shareholders of MAPCO

No.	Name	NRC/Company Registration No.	Total Shares
1	U Chit Khine	12/A Sa Na (N) 078263	330,000
2	U Tun Lwin	12/La Ma Ta (N) 013763	100,000
3	Yangon Land Co., Ltd.	163/1992-1993	50,000
4	U Kyin Lin	12/Tha Ga Ka (N) 061328	50,000
5	U Hla Myo	9/Ma Na Ta (N) 101549	50,000
6	U Zaw Win Shein	12/La Tha Na (N) 01930	50,000
7	U Zaw Zaw	12/Ba Ha Na (N) 084544	50,000

8	U Khin Maung Aye	7/Ta Nga Na (N) 066357	50,000
9	Nine Road Co., Ltd.	4137/2012-2013	33,350
10	U Maung Maung Gyi	12/Pa Ba Ta (N) 013688	30,000

EXECUTED as an agreement.

Each person who executes this document on behalf of a Party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

EXECUTED by)
MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED))
acting by [its authorised representative]:

Name: [***insert name***]

Title: [***insert title***]

EXECUTED by)
MITSUI & CO., LTD. acting by [its authorised representative]:))

Name: [***insert name***]

Title: [***insert title***]

SUBLEASE AGREEMENT FOR LAND

This **SUBLEASE AGREEMENT FOR LAND** made, entered into and delivered at Yangon on this **[x]** Day of **[x]** two thousand and fourteen,

BY AND BETWEEN

Myanmar Agribusiness Public Corp. Ltd. (hereinafter referred to as "**the LESSOR**" which expression shall, except where the context requires another and different meaning there from, include its successors, legal representatives and permitted assigns) of the ONE PART,

AND

Myanmar Japan Rice Industry Co., Ltd incorporated under the Myanmar Companies Act as a joint venture between **Myanmar Agribusiness Public Corp. Ltd. and Mitsui & Co., Ltd.**, situated at Yangon, Republic of the Union of Myanmar (hereinafter referred to as "**the LESSEE**" which expression herein used shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns) represented for the purpose of this Contract by its **[designation] Mr. [x]**, of the **OTHER PART.**

WITNESSETH AS FOLLOWS:

LOCATION: Plot No.1/4, 122-C Kan Patt Yoe Kwin, Phayar Ngote To(Ma) Village Group, Dala Road, Twante Township, Yangon, Republic of the Union of Myanmar.

WHEREAS the **LESSEE** is desirous of entering into this Sublease Agreement for utilizing the lease land of **[27.49 acres** equivalent to 111,248.18 square meter] to operate as an **Integrated Rice Complex Project** (hereinafter referred to as "IRCP") in the name of Myanmar Japan Rice Industry Co., Ltd. at Phayar Ngote To Village and Kan Be Village, beside Twante – Dala Road, Twante Township, Yangon, Republic of the Union of Myanmar (hereinafter referred to as "**the Land Plot**").

WHEREAS the **LESSOR** is desirous of leasing the Land Plot as afore-mentioned to the **LESSEE** to enhance industrial development, whereby promoting investment in the agriculture sector in Myanmar;

WHEREAS the **LESSOR** represents and warrants that it has the legal and beneficial right on the said land;

WHEREAS both the **LESSOR** and the **LESSEE** hereto are legally authorized to enter into this Sublease Agreement.

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I: LEASE PERIOD

1-01 In consideration of the rent hereinafter reserved and the covenants made by the LESSEE herein after contained, the LESSOR hereby lease unto the LESSEE all that piece of Land Plot measuring 27.49 acres equivalent to 111,248.18 square meter as per map (which shall form an integral part of this Sublease Agreement) for a term of thirty (30) years with two extension options by the LESSEE for ten-year periods each from the date of signing this Sublease Agreement.

1-02 On expiry of the lease as stipulated above, this lease may be renewed for further periods with the consent of the LESSOR and subject to the approval of the Myanmar Investment Commission (hereinafter called MIC).

ARTICLE II: RENTAL AND PAYMENT TERMS

2-01 The starting date of the rental term for the Land Plot shall be the date of signing this Sublease Agreement.

2-02 Rent is payable by the LESSEE to the LESSOR by cash in accordance with Schedule 1.. 【If the EPC amount is significantly reduced, a possibility of capitalization and if it is agreed possible between the Shareholders the capitalization amount will be discussed between the Shareholders, but subject to always to obtaining internal approval at each Shareholder.】

2-03 The rent payments are inclusive of any taxes, including but not limited to direct taxes and indirect taxes such as commercial tax or any indirect taxes imposed on or to be collected by the **LESSOR.**

2-04 [For the purposes of this Article II and Schedule 1, ***Commencement of Operations*** means...]

ARTICLE III: PLACE OF BUSINESS AND PROJECT

3-01 The Place of business extension and branch factory of the **LESSEE** shall be on Phayar Ngote To Village and Kan Be Village, beside Twante – Dala Road,Twante Township,Yangon, Myanmar.

ARTICLE IV: EFFECTIVE DATE OF THE LEASE

4-01 The effective date of this Sublease Agreement shall be the date on which this Sublease Agreement is signed by both the **LESSOR** and the **LESSEE.**

ARTICLE V: LESSEE'S OBLIGATIONS

5-01 The **LESSEE** hereby covenants with the **LESSOR** for the following:

5-01(1) to pay the said rent on the days and in the manner herein before appointed for payment thereof and to pay for all the charges to be collected by respective authorities with respect to any services provided;

5-01(2) not to sub-lease, assign or transfer the whole or any part of the leasehold interest hereby created, concerning the leased premises or any part thereof, without the consent of the **LESSOR** and the approval of the Myanmar Investment Commission (MIC);

5-01(3) to utilize the leased land for the purpose of operating as the IRCP in the name of Myanmar Japan Rice Industry Co., Ltd. and thereafter to install plant and equipment for processing and marketing of rice products and its derivatives, locally or overseas;

5-01(4) to ensure that all activities and operations on the premises or any part thereof including the said plant under lease and other related facilities, are in conformity with the laws, regulations and directives of the Republic of the Union of Myanmar;

5-01(5) the **LESSEE** shall be responsible for protection as well as preservation of the environment in and around the work-site, to be able to control pollution of air, water and land, not to cause any environmental degradation, taking necessary measures in order to make environmental protection and other treatment procedures to keep the worksite environmentally friendly.

5-01(6) to surrender the lease within 3 (three) months of prior notice served to the **LESSOR** and take away or dispose of all moveable properties not affecting the **LESSOR** right to claim for the rent up to the date of complete evacuation and damages caused to the land, in the event of termination.

ARTICLE VI: LESSOR'S OBLIGATIONS

6-01 The **LESSOR** hereby covenants with the **LESSEE** for the following:

6-01(1) The **LESSOR** shall pay all land revenues and industrial zone management fees imposed on the leased land;

6-01(2) The **LESSOR** is to assist in getting sufficient electricity power supply, required IDD telephones, fax lines, telex lines, and Internet line;

6-01(3) The **LESSOR** is responsible to assist in getting the requisite licenses and permits from relevant authorities in Myanmar;

6-01(4) the **LESSOR** will not take the Land Plot to be a guarantee for any liability, mortgage or otherwise create a liability with or against the land, either in whole or in part; and

6-01(5) the **LESSOR** shall immediately notify the **LESSEE** after it becomes aware of any matter or thing which constitutes or is reasonably likely to constitute a breach or be inconsistent with any of the representations and warranties.

6-02 The **LESSEE** may peacefully and quietly hold the leased premises during the term of the Sublease Agreement without any interruption or disturbance of what so ever nature by the **LESSOR** or any person lawfully claiming to represent the **LESSOR**.

ARTICLE VII: GOVERNING LAW & JURISDICTION

7-01 This Sublease Agreement shall be read, construed, interpreted and governed, in all respects, by the laws of the **Republic of the Union of Myanmar** and the parties hereto hereby submit to the jurisdiction of the relevant court of the Republic of the Union of Myanmar and all courts competent to hear appeals there from.

ARTICLE VIII: WARRANTY AND REPRESENTATION

8-01 The **LESSOR** represents and warrants with the **LESSEE** on each day during the lease period that:

8-01(1) the **LESSOR** is the legal and beneficial owner of the Land Plot and has the authority to enter into this Sublease Agreement and has obtained all approvals, consents and permits that are necessary to grant the lease;

8-01(2) the title has been correctly registered with the land registration office;

8-01(3) the **LESSOR** has the right, without any restriction, to lease the Land Plot to the **LESSEE** for the purpose of constructing and operating a rice mill facility and associated facilities including a power generation facility (including that if the **LESSOR** is a lessee of the Land Plot from a third party, that all necessary consents and approvals have been obtained from that third party);

8-01(4) there are no encumbrances, charges or securities over the Land Plot;

8-01(5) there are no outstanding claims, litigation or any violation of any applicable law or regulation concerning the Land Plot;

8-01(6) there are no third party rights which restrict, or consents required in connection with, the granting of the Sublease or the use of the Land Plot for the purposes of operating a rice mill facility and associated facilities including a power generation facility;

8-01(7) there are no existing occupiers of the Land Plot;

8-01(8) the **LESSOR** will give all reasonable assistance to the **LESSEE** to enable the **LESSEE** to obtain all necessary approvals, permits and licenses required by laws and regulations or the relevant government forms, whether at the time of the execution of this Sublease Agreement or

in the future, for the utilization of the Land Plot for the purpose of operating a rice mill facility and associated facilities including a power generation facility;

8-01(9) there are no existing environmental liabilities, including contaminations, or potential liabilities affecting the Land Plot; and

8-01(10) the construction of the facility will not infringe the rights of any third parties.

8-02 The **LESSEE** represents and warrants with the **LESSOR** that during the lease period that:

8-02(1) the **LESSEE** is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this Sublease Agreement.

ARTICLE IX: TERMINATION

9-01 This Sublease Agreement may be terminated immediately upon notice by either party ("Non-defaulting Party") hereto, upon occurrence of any of the following events:

9-01(a) if an Insolvency Event occurs in respect of the other party ("Defaulting Party") where Insolvency Event means an application being made to a court for an order for winding up, administrator being appointed , security interest being exercised in respect of the Defaulting Party, or the Defaulting Party became unable to pay;

9-01(b) breach of any conditions of this Sublease Agreement by the Defaulting Party including without limitations a breach of any of the representations and warranties, without rectification within ninety (90) days from written notification of the other party, and

9-01(c) Force Majeure event (as defined in Article XII) persisting for more than six months from the occurrence thereof.

In case this Sublease Agreement is terminated due to Article 9-01(a) or 9-1(b), the Defaulting Party shall indemnify any and all losses incurred by Non-defaulting Party.

9-02 This Sublease Agreement may be terminated, before the expiry of the term of the lease, by mutual consent in writing, after a service of 90 (Ninety) days' notice of the intention of such termination of the one party to the other.

9-03 This Sublease Agreement may be terminated by the **LESSEE**, in the event that a natural disaster or any destruction or loss caused by Force Majeure occurs. Notice of intention to terminate shall be given in writing to the **LESSOR**, at least six months in advance. The **LESSEE** reserves its right under this Sublease Agreement to reconstruct the damaged property at its own cost and continue its operations.

9-04 This Sublease Agreement may be terminated by the **LESSEE** if any permits or consents necessary for the use and occupation of the Land Plot by the **LESSEE,** in a manner consistent with the business activity of the **LESSEE,** are revoked including the MIC permit and the company incorporation certificate.

ARTICLE X: RETRANSFER OF LEASED PROPERTY

10-01 During the period of thirty (30) years with two extension options by LESSEE for ten year periods each from the date of signing this Sublease Agreement of the leasehold of the leased land, the **LESSEE** shall undertake normal maintenance and due care of the leased property. The **LESSEE** may with the prior written consent of **LESSOR** construct additional buildings or extension of buildings at the factory premises after initial foreign investment.

10-02 After the expiry of the lease period, the **LESSEE** shall transfer the leased land to the **LESSOR** in its original conditions unless otherwise agreed between the LESSOR and LESSEE.

10-03 The **LESSEE** shall have the right to take re-possession of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months from the expiration of the lease term, not affecting the **LESSOR**'s right to claim for the rent up to the date of complete evacuation and damages caused to the leased land by the **LESSEE**.

10-04 If the **LESSEE** wishes to manage and operate the factory after termination of this Contract a new contract of management under new terms and conditions may be negotiated and concluded within six months before the expiry of this Contract.

10-05 Such amendments are subject to the approval of the Myanmar Investment Commission (MIC).

ARTICLE XI: ARBITRATION

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Myanmar in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

ARTICLE XII: FORCE MAJEURE

12-01 If either party is temporarily rendered unable wholly or partially by force majeure to perform its obligations or accept the performance of the other party under this Sublease Agreement, the affected party shall give notice to the other party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such force majeure. The duties of such party as affected by some force majeure shall, with the approval of the other party, be suspended during the continuance of the disability so caused, but for no longer period than reasonable; and such cause shall, as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for any delay caused by force majeure.

12-02 The term, "force majeure" as applied herein shall mean Acts of God, restraints of a Government, strikes, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earth quakes, storms and other causes similar to the conditions as enumerated herein which are beyond the control of either party and which, by the exercise of due care and diligence, either party is unable to overcome.

ARTICLE XIII: ASSIGNMENTS

13-01 The **LESSEE** has the right to assign, or transfer its interest in the Myanmar Japan Rice Industry Co., Ltd. to any Company or individual, local or foreign, with the consent of and on terms agreed by the **LESSOR**, subject to the existing laws of the Republic of the Union of Myanmar and the approval of the Myanmar Investment Commission (MIC).

ARTICLE X1V: MINERAL RESOURCES AND TREASURES

14-01 Mineral, resources, treasures, gems and other natural resources, discovered unexpectedly from, in or under the leased land during the term of this Sublease Agreement, shall be the property of the Government and the Government shall be at liberty to excavate the aforesaid finds at anytime, in accordance with laws, rules and regulations of the Republic of the Union of Myanmar.

ARTICLE XV: NOTICE

15-01 Any notice or other communication required to be given or sent hereunder shall be in English Language and be left or sent by prepaid registered post (airmail, if overseas) or telex or facsimile transmission or email or international courier to the party concerned at its address given underneath, or such other address as the party concerned shall have notified in concurrence with this clause to the other party.

IF TO LESSOR	**IF TO LESSEE**
Name:	**Name:**
Designation:	**Designation:**
Telephone:	**Telephone:**
Email:	**Email:**
Address:	**Address:**

ARTICLE XVI: LANGUAGE

16-01 This Agreement shall be written in English.

IN WITNESS WHEREOF THE PARTIES hereto have set their respective hands and affixed their seals hereunder on the Day, the Month and the Year first above written.

LESSOR	**LESSEE**
______________________	______________________
Name:	**Name:**
Designation:	**Designation:**

WITNESSES

In the presence of

______________________	______________________
Name:	**Name:**
Designation:	**Designation:**

SCHEDULE 1

Payment Schedule

	Actual rent payable (Kyat)
On the date of the Commencement of Operation	**1/30 of the Total Rent for 30 years**
Every 1 year anniversary from the Commencement of Operation	**1/30 of the Total Rent for 30 years**

Total Rent for 30 years: USD [1.5] Million payable by [USD]

Rent per acre per year: USD [1818.84]

Rent per square meter per year: USD[0.449446]

[The rent amount above is subject to further discussions between the Shareholders]

8.12.14 - SIS, 20-8-3

Myanma Apex Bank®

Account No : 9960213996001211016 (USD)

Name : M/S MAPCO (MYANMAR AGRIBUSINESS PUBLIC CORPORATION LIMITED

Address : NO. 29 , RM: 901- 903 , 8 FL: UMFCCI TOWER , MIN YE KYAW SWAR ST LANMADAW

SNo	Date	Description	Particular	Trn Code	Debit Amount	Credit Amount	Balance
1	01/11/2014	Balance Forward		B/F			2,914.20
2	25/11/2014	ACCOUNT TO ACCOUNT TRANSFER		AAT		70,000.00 ✓	72,914.20
3	27/11/2014	ACCOUNT TO ACCOUNT TRANSFER		AAT		1,550,000.00 ✓	1,622,914.20
4	27/11/2014	ACCOUNT TO ACCOUNT TRANSFER		AAT	28,500.00 ✓		1,594,414.20
5	27/11/2014	ACCOUNT TO ACCOUNT TRANSFER		AAT	2.00		1,594,412.20
6	27/11/2014	ACCOUNT TO ACCOUNT TRANSFER		AAT	25,000.00 ✓		1,569,412.20
7	27/11/2014	ACCOUNT TO ACCOUNT TRANSFER		AAT	900,000.00 ✓		669,412.20
	01/12/2014 ✓	Balance					669,412.20

Previous Balance	+	Total Deposit	-	Total Withdrawl	=	Total Balance
2,914.20	**+**	**1,620,000.00**	**-**	**953,502.00**	**=**	**669,412.20**

No. of Cash Withdrawls = 0
No. of Cash Deposit = 0

No. of Transfer Withdrawls = 4
No. of Transfer Deposit = 2

CHD = Cash Deposit
CHW = Cash Withdrawl
CLT = Clearing

OPN = Opening
TRD = Transfer Deposit
TRW = Transfer Withdrawl

Unless the Bank is immediately notified of any discrepancy found in the statement of account it will be taken that the account has been found correct.

1/12/2014

MANAGER
ACCOUNTS DEPARTMENT

Foreign Banking(TPU) Branch
No.207, Thein Phyu Street (middle) Botahtaung Township
Yangon, Myanmar

ACCOUNT NO

Myanma Apex Banks

DATE	CODE	WITHDRAWAL	DEPOSIT	BALANCE	AUTHORIZED	
20-NOV-14	CHD	0.00	21,560,000.00	248,139,681.67		1
20-NOV-14	AAT	20,000,000.00	0.00	228,139,681.67		2
20-NOV-14	MSC	0.00	148,400,000.00	376,539,681.67		3
21-NOV-14	CHD	0.00	700,000.00	377,239,681.67		4
24-NOV-14	AAT	8,000,000.00	0.00	369,239,681.67		5
24-NOV-14	CHD	0.00	17,600,000.00	386,839,681.67		6
24-NOV-14	CHD	0.00	1,144,800.00	387,984,481.67		7
24-NOV-14	**AAT**	**60,000,000.00**	**0.00**	**327,984,481.67**		8
24-NOV-14	**MSC**	**0.00**	**8,349,000.00**	**336,333,481.67**		9
25-NOV-14	**AAT**	**30,000,000.00**	**0.00**	**306,333,481.67**		10
25-NOV-14	AAT	8,000,000.00	0.00	298,333,481.67		11
26-NOV-14	AAT	28,700,000.00	0.00	269,633,481.67		12
26-NOV-14	AAT	12,000,000.00	0.00	257,633,481.67		13
26-NOV-14	AAT	7,177,023.00	0.00	250,456,458.67		14
26-NOV-14	CHD	0.00	13,288,888.00	263,745,346.67		15
27-NOV-14	AAT	20,000,000.00	0.00	243,745,346.67		16
27-NOV-14	MSB	0.00	20,000,000.00	263,745,346.67		17
27-NOV-14	AAT	37,370,000.00	0.00	226,375,346.67		18
27-NOV-14	MSF	0.00	26,315,500.00	252,690,846.67		19
27-NOV-14	**AAT**	**0.00**	**927,900,000.00**	**1,180,590,846.67**		20
28-NOV-14	AAT	5,943,220.00	0.00	1,174,647,626.67		21
28-NOV-14	MSB	0.00	18,700,000.00	1,193,347,626.67		22

SAC 0122894

ACCOUNT NO

Myanma Apex Banks

DATE	CODE	WITHDRAWAL	DEPOSIT	BALANCE	AUTHORIZED	
28-NOV-14	CHD	0.00	650,000.00	1,193,997,626.67		1
28-NOV-14	CHD	0.00	3,800,000.00	1,197,797,626.67		2
28-NOV-14	AAT	40,698,030.00	0.00	1,157,099,596.67		3
28-NOV-14	AAT	[illegible]	0.00	1,148,975,796.67		4
28-NOV-14	AAT	[illegible]620,533.14	0.00	1,078,355,263.53		5
28-NOV-14	AAT	[illegible]	0.00	[illegible]		6
28-NOV-14	MSB	0.00	38,100,000.00	[illegible]	Manager	
01-DEC-14	SPP	0.00	2,081,682.73	1,102,216,946.26		8
01-DEC-14	CHD	0.00	7,000,000.00	1,109,216,946.26	Manager	9
01-DEC-14	MSE	0.00	25,000,000.00	1,134,216,946.26		10
01-DEC-14	AAT	500,000,000.00	0.00	634,216,946.26		11
02-DEC-14	AAT	20,000,000.00	0.00	614,216,946.26		12
02-DEC-14	AAT	18,191,250.00	0.00	596,025,696.26		13
02-DEC-14	AAT	50,000,000.00	0.00	546,025,696.26		14
02-DEC-14	MSF	0.00	20,000,000.00	566,025,696.26		15
02-DEC-14	AAT	114,134,300.00	0.00	451,891,396.26		16
03-DEC-14	AAT	42,095,520.00	0.00	409,795,876.26		17
03-DEC-14	CHD	0.00	8,985,600.00	418,781,476.26		18
04-DEC-14	AAT	11,240,000.00	0.00	407,541,476.26		19
05-DEC-14	AAT	18,465,000.00	0.00	389,076,476.26		20
05-DEC-14	MSB	0.00	24,200,000.00	413,276,476.26		21
05-DEC-14	CHD	0.00	2,192,400.00	415,468,876.26		22

SA C 0122894

MAPCO OVERSEAS PTE LTD

View Account Statement

09 Apr 2014 ?:57 pm Singapore Time

Account Number	Type	Account Ccy	Account Name	Date From	Date To
450-903-414-6	Current A/C	USD	MAPCO OVERSEAS PTE LTD	01 Apr 2014	08 Apr 2014

Total Deposit Amount	2,112,750.00
Total Withdrawal Amount	17,833.08

Date	Description	Withdrawal	Deposit	Ledger Balance
07 Apr 2014	CASH	0.00	100,000.00	153,372.79
07 Apr 2014	FUND TRF EB 4509034146 1404070001	0.00	135,000.00	288,372.79
07 Apr 2014	FUND TRF EB 4509034146 1404070002	0.00	136,500.00	424,872.79
07 Apr 2014	CHEQUE	0.00	300,000.00	724,872.79
07 Apr 2014	FUND TRF EB 4509034146 1404070003	0.00	128,500.00	853,372.79
07 Apr 2014	FUND TRF EB 4509034146 1404070001	0.00	128,000.00	981,372.79
07 Apr 2014	FUND TRF EB 4509034146 1404070002	0.00	135,800.00	1,117,172.79
07 Apr 2014	FUND TRF EB 4509034146 1404070003	0.00	136,200.00	1,253,372.79
07 Apr 2014	CASH	0.00	100,000.00	1,353,372.79
07 Apr 2014	CHEQUE B/O RAJESH KUMAR	0.00	100,000.00	1,453,372.79
07 Apr 2014	CHEQUE B/O RAJESH KUMAR	0.00	100,000.00	1,553,372.79
08 Apr 2014	MISC DR BIL:1CELA340699 996IULC140970002	23.98	0.00	1,553,348.81
08 Apr 2014	FUND TRF EB 4509034146 1404080003 ODESSA-MAPCO OVERSEAS PTE LTD	0.00	612,750.00	2,166,098.81
08 Apr 2014	MISC DR 1OR404080615C01 NONE	17,809.10	0.00	2,148,289.71

Deposit Insurance Scheme

"Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to S$50,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured."

MAPCO Myanmar Agribusiness Public Corporation (MAPCO) Ltd

Ye Min Aung
Managing Director
Myanmar Agribusiness Public Corporation Ltd.

CONFIDENTIAL

MAPCO OVERSEAS PTE LTD

View Account Statement

09 Apr 2014 ~:57 pm Singapore Time

Account Number	Type	Account Ccy	Account Name	Date From	Date To
450-903-414-6	Current A/C	USD	MAPCO OVERSEAS PTE LTD	01 Apr 2014	08 Apr 2014

Total Deposit Amount	2,112,750.00
Total Withdrawal Amount	17,833.08

Date	Description	Withdrawal	Deposit	Ledger Balance
07 Apr 2014	CASH	0.00	100,000.00	153,372.79
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07 Apr 2014	CHEQUE	0.00	300,000.00	724,872.79
07 Apr 2014	FUND TRF EB 4509034146 1404070003	0.00	128,500.00	853,372.79
07 Apr 2014	FUND TRF FB 4509034146 1404070001	0.00	128,000.00	981,372.79
07 Apr 2014	FUND TRF FB 4509034146 1404070002	0.00	135,800.00	1,117,172.79
07 Apr 2014	FUND TRF EB 4509034146 1404070003	0.00	136,200.00	1,253,372.79
07 Apr 2014	CASH	0.00	100,000.00	1,353,372.79
07 Apr 2014	CHEQUE B/O RAJESH KUMAR	0.00	100,000.00	1,453,372.79
07 Apr 2014	CHEQUE B/O RAJESH KUMAR	0.00	100,000.00	1,553,372.79
08 Apr 2014	MISC DR BIL:1CELA340699 996IULC140970002	23.98	0.00	1,553,348.81
08 Apr 2014	FUND TRF EB 4509034146 1404080003 ODESSA-MAPCO OVERSEAS PTE LTD	0.00	612,750.00	2,166,098.81
08 Apr 2014	MISC DR 1OR404080615C01 NONE	17,809.10	0.00	2,148,289.71

Deposit Insurance Scheme

"Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to S$50,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured."

Myanmar Agribusiness Public Corporation (MAPCO) Ltd — MAPCO

Ye Min Aung
Managing Director
Myanmar Agribusiness Public Corporation Ltd.

SUMITOMO MITSUI
BANKING CORPORATION

SMBC

DATE : 26 November 2014

TO Whom it may concerns

Dear Sirs;

Our Ref.No.14-37

RE: MITSUI & CO.,LTD.

We are pleased to inform you about the above-captioned company as follows:

Address(Head Office) :	2-1,Ohtemachi 1-chome,Chiyoda-ku,Tokyo,Japan
Date of Establishment:	July 25,1947
Paid-in Capital :	Yen 341,481 Million(as of March 31,2014)
Chairman & President :	Mr. Shoei Utsuda, Chairman Mr. Masami Iijima, President
Line of Business :	Importer, exporter and distributor of broad range of products and services having expertise in iron ore, iron & steel products, non-ferrous metal and products, grains, electronics and information, machinery, chemicals, provisions, textiles, lumbers, energy and construction. International logistics including third party logistics and supply chain management.
Total Trading Transactions:	Yen 11,165,660 Million (Consolidated result of fiscal year ended March 31,2014)
Net Profit for the year :	Yen 422,161 Million (Consolidated result of fiscal year ended March 31,2014)
Employees :	6,097 persons(48,090 persons as Mitsui & Co., Ltd.'s Group)
Deposits :	Satisfactorily conducted
Credit Facilities :	Considerable credit facilities extended with quite satisfactory result.

We have been maintaining the account of Mitsui & Co., Ltd., to our entire satisfaction, since its establishment.

During the last fiscal year, Mitsui & Co., Ltd. has steadily expanded its business volume and we believe that which indicates a strong presence in the markets and a general public acceptance of its activities and management.

Yours sincerely,
Sumitomo Mitsui Banking Corporation

M. Arai

Masaharu Arai
Deputy General Manager
Tokyo Corporate Banking Dept.3

1-2, Marunouchi 1-Chome, Chiyoda-ku, Tokyo 100-0005

CERTIFIED COPY OF REGISTER

CORPORATE NAME: MITSUI & CO., LTD.
(Registered in Japan as Mitsui Bussan Kabushiki Kaisha)

PRINCIPAL OFFICE: 1-3, Marunouchi 1-chome, Chiyoda-ku, Tokyo

TYPE OF THE COMPANY:

The Company shall have the following organizational bodies other than the General Meeting of Shareholders and Directors:

(1) Board of Directors
(2) Corporate Auditors
(3) Board of Corporate Auditors
(4) Accounting Auditor

METHOD OF GIVING PUBLIC NOTICES:

Public notices of the Company shall be given by electronic means.
http://www.mitsui.com/jp/ja/koukoku/

However, if the Company cannot give public notices by electronic means because of an accident or any other unavoidable event, public notices shall be given in the Nihon Keizai Newspaper.

THE DATE OF ESTABLISHMENT OF THE COMPANY: July 25th, 1947

OBJECT OF THE COMPANY:

A. Foreign trading business, purchasing and selling business, wholesaling business, agency business and brokerage business, relating to the following commodities:

a. Ferrous and non-ferrous metals and their raw materials and manufactured goods, and minerals.
b. Coal, petroleum, natural gas and other fuels and their by-products.
c. All kinds of machines and appliances (including measuring instruments and medical apparatus), equipment including manufacturing equipment, communications equipment and antipollution equipment, rolling stock and vehicles, ships and boats, aerospace equipment and aircraft, and parts for the foregoing.
d. All kinds of chemical products, salt, fertilizers, high-pressure gas, explosives, pharmaceuticals (including medicines, non-medicinal drugs, medicine for veterinary use, narcotics, powerful poison and poison), radio isotope, toilet preparations and their raw materials.
e. Cereals, sugar, oils and fats, feeds and their raw materials; livestock, agricultural, dairy and marine products, processed foods, alcoholic beverage and other foodstuffs and drinks.
f. All kinds of textile products and their raw materials.
g. All kinds of fur products and raw fur.

h. Lumber, cement, other building materials and housing-related equipment.
i. Rubber, pulp, paper and their manufactured goods; tobacco, cigars, cigarette and sundry goods.
j. Industrial water and drinking water.

B. Exploration, development, manufacturing, processing, scrapping and recycling business relating to the above-mentioned commodities.

C. Acquisition, planning, preservation, utilization and disposition of copyrights, patent right, other intellectual property rights, know-how, system technology, and other software and acting as intermediary in such transactions.

D. Information processing and supply, telecommunications business, broadcasting business, advertising business, publishing business, printing, translation, and production and sales of audio and visual copyright products.

E. Forestry business, sawing business and lumber processing business.

F. Movable assets leasing business.

G. Secondhand goods business.

H. Freight forwarding and agency business, land transportation business, marine transportation business, port transportation business, freight forwarding business, custom brokerage business, shipping agency business and warehousing business.

I. Business related to non-life insurance, insurance under the Automobile Liability Law, life insurance and overseas non-life reinsurance business.

J. Business as contractor, design of building, supervision and management of various construction works.

K. Acquisition, disposition, leasing, utilization in any other manner and development of real estate and acting as intermediary in such transactions.

L. Supply and development of hot springs.

M. Surveying and researching business relating to land, sea and sky.

N. Investment in, purchasing, selling and handling as intermediary of negotiable instruments, etc.

O. Lending moneys, guaranteeing and assuming debts, engaging in the sale and purchase of various credits, dealing in foreign exchange transactions, and conducting any other financing business.

P. Operation and management of medical facilities, day-care facilities, sports facilities and restaurants, and hotel business and travel business.

Q. Planning, administration and implementation of various events.

R. Temporary personnel placement service business, employment agency business, and personnel guidance and training business for development of appropriate job skills and qualifications.

S. Maintenance and management of real estate.

T. Investment business, commodities investment dealing service, commodities investment advisory service, securities investment advisory service, trust business, sale of beneficial interest in trust, management service of investment trusts, asset management service for investment corporations.

U. Generation, supply, and sale or purchase of electricity.

V. Administrative agency service for operations, labour and accounting work.

W. Buying, selling, and derivative transactions for greenhouse effect gas emissions rights and related intermediary services.
X. Agent and intermediary for credit cards application.
Y. Consultancy business relating to the foregoing items.
Z. Other lines of business relating to any of the foregoing items.

NUMBER OF SHARES FORMING ONE UNIT: 100 shares

TOTAL NUMBER OF SHARES AUTHORIZED TO BE ISSUED:
2,500,000,000 shares

THE TOTAL NUMBER OF THE ISSUED SHARES AND THE CLASS OF SHARES AND THE NUMBER:
The total number of the shares issued : 1,796,514,127 shares

THE AMOUNT OF THE ISSUED AND PAID UP CAPITAL: ¥341,481,648,946

THE FULL NAME, ADDRESS AND PLACE OF BUSINESS OF THE TRANSFER AGENT:
Sumitomo Mitsui Trust Bank, Limited
4-1, Marunouchi 1-chome, Chiyoda-ku, Tokyo
Sumitomo Mitsui Trust Bank, Limited
Stock Transfer Agency Business Planning Department
4-1, Marunouchi 1-chome, Chiyoda-ku, Tokyo

NAMES OF DIRECTORS:

Shoei Utsuda	Masami Iijima	Daisuke Saiga
Joji Okada	Masayuki Kinoshita	Shintaro Ambe
Koichi Tanaka	Hiroyuki Kato	Yoshihiro Hombo
Ikujiro Nonaka*	Hiroshi Hirabayashi*	Toshiro Muto*
Izumi Kobayashi*		

(*External Director)

NAMES AND ADDRESSES OF REPRESENTATIVE DIRECTORS:

Masami Iijima	6-8-8-601, Akasaka, Minato-ku, Tokyo
Daisuke Saiga	1-8-611, Tsurumaki 5-chome, Setagaya-ku, Tokyo
Joji Okada	4-25-811, Funabashi 2-chome, Setagaya-ku, Tokyo
Masayuki Kinoshita	16-1-1107, Kaga 2-chome, Itabashi-ku, Tokyo
Shintaro Ambe	17-18, Higashigaoka 1-chome, Meguro-ku, Tokyo
Koichi Tanaka	3-48, Miyazaki 6-chome, Miyamae-ku, Kawasaki-shi, Kanagawa
Hiroyuki Kato	19-18-1209, Shibuya 1-chome, Shibuya-ku, Tokyo
Yoshihiro Hombo	1-6-702, Higashigokencho, Shinjuku-ku, Tokyo

NAMES OF CORPORATE AUDITORS:

Satoru Miura	Motonori Murakami	Kunihiro Matsuo*
Hiroyasu Watanabe*	Haruka Kato*	

(*External Corporate Auditor)

NAME OF ACCOUNTING AUDITOR:

Deloitte Touche Tohmatsu LLC

EXEMPTION FROM LIABILITY OF DIRECTORS AND CORPORATE AUDITORS:

A. The Company may, by a resolution of the Board of Directors, limit the liability of a Director to the extent permitted by laws and regulations.

B. The Company may, by resolution of the Board of Directors, limit the liability of a Corporate Auditor to the extent permitted by laws and regulations.

LIMITATION OF THE LIABILITY OF EXTERNAL DIRECTORS TO THE COMPANY:

A. The Company may conclude contracts with external Directors to limit the liability of such directors to the extent permitted by laws and regulations.

B. The Company may conclude contracts with external Corporate Auditors to limit the liability of such auditors to the extent permitted by laws and regulations.

BRANCH OFFICES:

1, Nishi 4-chome, Kita-Nijo, Chuo-ku, Sapporo

7-1, Ichibancho 3-chome, Aoba-ku, Sendai

4-2, Higashi-Odori 1-chome, Niigata

18-7, Ushijimacho, Toyama

16-21, Meieki Minami 1-chome, Nakamura-ku, Nagoya

3-33, Nakanoshima 2-chome, Kita-ku, Osaka

2-22, Kamiyacho 1-chome, Naka-ku, Hiroshima

3, Kajiyamachi, Takamatsu, Kagawa

1-35, Tenyamachi, Hakata-ku, Fukuoka

4-16, Kume 2-chome, Naha

160 Jalan Bukit Bintang, 55100 Kuala Lumpur, Malaysia

36th Floor, GT Tower International, 6815 Ayala Avenue, Makati City, Philippines

SUBSCRIPTION RIGHTS TO SHARES:
The 2014 First Subscription Rights to Shares of Mitsui & Co., Ltd. (stock options as stock-based compensation with stock price conditions)

A. Number of subscription rights to shares: 2,574 subscription rights

B. Class and number of shares to be issued upon exercise of subscription rights to shares or the method used for its calculation: 257,400 common shares

The class of shares to be issued upon exercise of offered subscription rights to shares shall be common shares of the Company, and the number of shares to be issued upon exercise of one offered subscription right to shares (hereinafter referred to as the "number of shares granted") will be 100 shares.
After the day of allotment, however, if the Company undertakes a share split (including gratis allotment of common shares of the Company. The same shall apply to the description of the share split hereinafter.), or a share consolidation with respect to common shares of the Company, an adjustment to the number of shares granted will be made according to the following formula:

Number of shares granted after adjustment = Number of shares granted before adjustment × Ratio of share split or share consolidation

The number of shares granted after adjustment shall become applicable, in the case of share split, after the day following the record date of such share split (or if no record date is determined, then the effective date) and in the case of share consolidation, on and after the effective date thereof.
If there is an unavoidable reason requiring the adjustment of the number of shares granted in addition to the foregoing after the allotment date, the number of shares granted may be adjusted to a reasonable extent.
Any fractional portion of less than one share resulting from the foregoing adjustment shall be disregarded.
When adjusting the number of shares granted, the Company shall, by the day before the date on which the number of shares granted after adjustment is applied, notify the holders of subscription rights to shares listed on the registry of subscription rights to shares of necessary matters or otherwise publicly announce them by means prescribed in the Articles of Incorporation. However, if notice or announcement cannot be made by one day before the applicable adjustment date, such notice or announcement shall be made promptly thereafter.

C. Amount to be paid in for offered subscription rights to shares, method used for its calculation or no requirement for payment:
No payment shall be required for offered subscription rights to shares.

D. Amount of assets to be contributed upon exercise of subscription rights to shares or method used for its calculation:
The amount of assets to be contributed upon exercise of each offered subscription right to shares shall be determined by multiplying the amount to be paid in for one share to be delivered upon exercise of the offered subscription rights to shares (hereinafter referred to as the "exercise price"), by the number of shares granted. The exercise price shall be one yen.

E. Exercise period of subscription rights to shares:
From July 28, 2017 to July 27, 2044

F. Conditions for exercise of subscription rights to shares:
(1) A holder of subscription rights to shares may no longer exercise the offered subscription rights to shares after a period of 10 years has elapsed from the day following the day on which the holder of subscription rights to shares loses his/her position as Director, and/or Executive Officer, and/or Corporate Auditor of the Company.
(2) A holder of subscription rights to shares may exercise all of the offered subscription rights to shares only when, as the stock price conditions (detailed below), the Company's stock price growth rate for the period of three years from the allotment date is equal to or exceeds the TOPIX (Tokyo Stock Price Index) growth rate. When the Company's stock price growth rate does not exceed the TOPIX growth rate, reflecting that degree, the holder of subscription rights to shares may exercise only part of such offered subscription rights to shares allotted.
(Details of stock price conditions)
1. When the Company's stock price growth rate is equal to or exceeds the TOPIX (Tokyo Stock Price Index) growth rate:
All of the subscription rights to shares granted may be exercised.
2. When the Company's stock price growth rate does not exceed the TOPIX growth rate:
Only part of the subscription rights to shares granted may be exercised.
(the Company's stock price growth rate)
The Company's stock price growth rate shall be calculated by the formula below based on the Company's stock price growth rate for the period of three years from the allotment date to the first date of the exercise period.
a: The average closing price for the Company's common stocks on the Tokyo Stock Exchange on each day for the three months immediately before the month in which the first date of the exercise period of the subscription rights to shares falls
b: The total amount of dividends per common share of the Company for the period from the allotment date to the first date of the exercise period of the subscription rights to shares
c: The average closing price for the Company's common stocks on the Tokyo Stock Exchange on each day for the three months immediately before the month in which the allotment date falls

The Company's stock price growth rate = (A + B) / C
(TOPIX growth rate)
The TOPIX growth rate shall be calculated by the formula below based on the TOPIX growth rate for the period of three years from the allotment date to the first date of the exercise period.
D: The average closing price for TOPIX on the Tokyo Stock Exchange on each day for the three months immediately before the month in which the first date of the exercise period of the subscription rights to shares falls
E: The average closing price for TOPIX on the Tokyo Stock Exchange on each day for the three months immediately before the month in which the allotment date falls
TOPIX growth rate = D / E
(A part of subscription rights to shares granted)
Number of exercisable subscription rights to shares = Number of subscription rights to shares granted × (the Company's stock price growth rate / TOPIX growth rate)
(3) Notwithstanding the exercise period of offered subscription rights to shares prescribed in "Exercise period of subscription rights to shares" above, if a proposal for approval of a merger agreement under which the Company is to be dissolved, or a proposal for approval of a share exchange agreement or a share transfer plan, under which the Company will become a wholly-owned subsidiary is approved at a general meeting of shareholders of the Company (or resolved by the Board of Directors of the Company if a resolution at a general meeting shareholders is not required), holders of subscription rights to shares may exercise offered subscription rights to shares within 15 days from the following day of the day on which such proposal for approval is approved, except where subscription rights to shares of a restructured company are to be issued to the holders of subscription rights to shares in accordance with "Reasons and conditions of acquisition of subscription rights to shares" below.
(4) In the event that the Company recognizes any violation of laws and regulations, misconduct of the duties, act conflicting with the duty of due care or duty of loyalty, or any other act equivalent thereto of a holder of subscription rights to shares during the period in which he/she serves as the Company's Director, and/or Executive Officer, and/or Corporate Auditor, the Company may limit, subject to a resolution by the Board of Directors of the Company, the number of offered subscription rights to shares that may be exercised by such holder of subscription rights to shares. In this event, such holder of subscription rights to shares may not exercise the offered subscription rights to shares more than the said limit.
(5) In case that inheritance from a holder of subscription rights to shares commenced for reasons such as death of the holder, only one of the heirs-at-law of the holder of subscription rights to shares (hereinafter referred to as the "heir-at-law") may exercise the offered subscription rights to shares. It is not permitted to inherit offered subscription rights to shares again from the heir-at-law.

G. Reasons and conditions of acquisition of subscription rights to shares:
If any one of the proposals (1) through (6) below is approved at a general meeting of shareholders of Mitsui (or resolved by the Board of Directors of the Company if a resolution at a general meeting of shareholders is not required), the Company may acquire offered subscription rights to shares without consideration on the day within one year from the day on which such proposal for resolution is approved and separately determined by the Board of Directors:
(1) a proposal for approval of a merger agreement, under which the Company is to be dissolved;
(2) a proposal for approval of a company split agreement or an incorporation-type company split plan, under which the Company is to be a split company;
(3) a proposal for approval of a share exchange agreement or a share transfer plan, under which the Company will become a wholly-owned subsidiary;
(4) a proposal for approval of an amendment to the Articles of Incorporation of the Company to add an article to the effect that, as a feature of all shares the Company issues, an approval of the Company for acquisition of such shares through transfer is required;
(5) a proposal for approval of an amendment to the Articles of Incorporation of the Company to add an article to the effect that, as a feature of shares to be issued upon exercise of offered subscription rights to shares, an approval of the Company for acquisition of such shares through transfer is required, or the Company shall acquire all of such class shares by resolution at an ordinary general meeting of shareholders; or
(6) a proposal regarding the class of shares to be issued upon exercise of offered subscription rights to shares will be class shares subject to wholly call and the acquisition of such shares thereafter.

I hereby certify that the above-mentioned are all the matters required to be registered which are now effective.

Tokyo, November 28, 2014

Yukio Takanobu / seal
Registrar
Tokyo Legal Affairs Bureau

Registered No. 0334

NOTARIAL CERTIFICATE

This is to certify that KEIKO TOMITA, an agent of NOBORU NAGASAWA, General Manager, Grain Project II Division, Food Resources Business Unit of MITSUI & CO., LTD., has stated in my very presence that said NOBORU NAGASAWA has acknowledged himself to have signed the attached document.

Dated this 24th day of March, 2014.

TOKYO
LEGAL AFFAIRS BUREAU
NOTARY
1-18-1 SHIMBASHI MINATO-KU
TOKYO JAPAN

TAKASHI KUMAZAWA
Notary
1-18-1 Shimbashi, Minato-ku, Tokyo, Japan
Tokyo Legal Affairs Bureau

000945

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ......၁၃၄..../ ၂၀၁၂-၂၀၁၃

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ မြန်မာအဂရီဘစ္စနက်ပတ်ဘလစ်ကော်ပိုရေးရှင်း (အမ်အေပီစီအို) လီမိတက်.................အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၂ ခုနှစ်၊ ...ဧပြီ.......လ၊ .၅..ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ရောင်းဝယ်ရေး
TRADING

(အောင်နိုင်ဦး)
ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....134........... of 2012-2013

I hereby certify that ....MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED...........................is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Nay Pyi Taw this ....FIFTH..........................day of.........APRIL, TWO THOUSAND AND TWELVE.......................

(AUNG NAING OO)
Director General
Directorate of Investment and Company Administration

အများနှင့် သက်ဆိုင်သည့် ကုမ္ပဏီဆိုင်ရာအချက်အလက်များ

(က) ကုမ္ပဏီရုံးခန်းလိပ်စာ၊ အမှတ်-၂၉၊အခန်းအမှတ်-၉၀၁/၉၀၃၊မင်းရဲကျော်စွာလမ်း၊ လမ်းမတော်မြို့နယ်၊ရန်ကုန်မြို့။

(ခ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ၀၁-၂၁၈၂၆၇,၀၉-၈၆၂၃၄၃,၀၉-၅၀၅၈၀၀၁

မှတ်ချက်။ (၁) ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်သည် မှတ်ပုံတင်ရက်စွဲ (၅-၄-၂၀၁၂)မှ (၄-၄-၂၀၁၅) ရက်နေ့ အထိ (၃)နှစ် သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်းမကုန်ဆုံးမီ (၃)လ အလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီး ဌာနသို့ လျှောက်ထားရမည်။

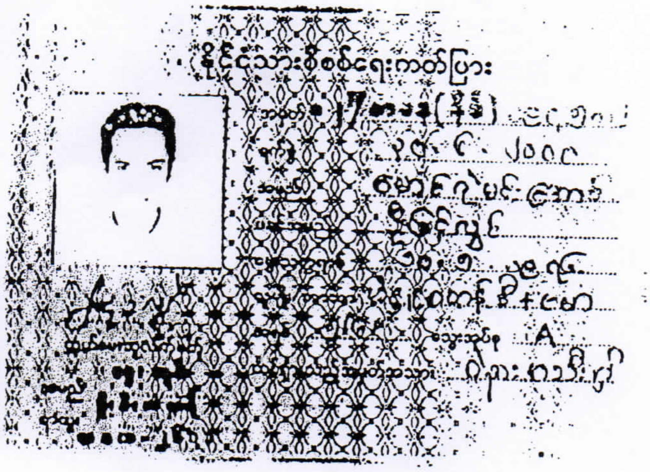
(၂) ကုမ္ပဏီအနေဖြင့်သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြုတင်ပြထားသောလုပ်ငန်းရည်ရွယ်ချက်များ ကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စုဝန်ကြီးဌာနများ၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

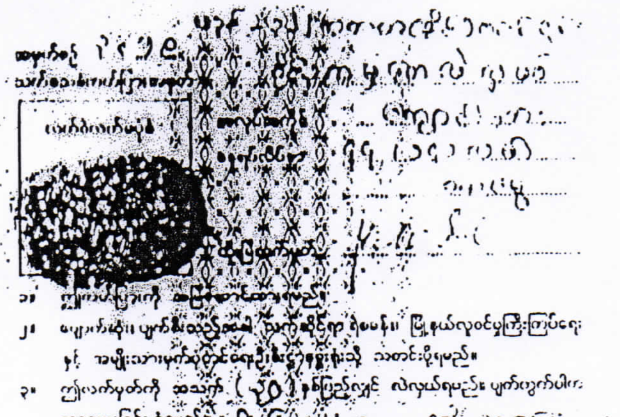
(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲလုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန် အတွက် ဒါရိုက်တာ အဖွဲ့ (BOD) ၏ အထူးအစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထားရမည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နန်းရီရီသန်း၊ ညွှန်ကြားရေးမှူး)

ဦးမျိုးမင်းအောင်


နိုင်ငံသားစိစစ်ရေးကတ်ပြား

မောင်မျိုးမင်းအောင်


၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။

၂။ ပျောက်ဆုံး၊ ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ရဲစခန်း၊ မြို့နယ်လူဝင်မှုကြီးကြပ်ရေး နှင့် အမျိုးသားမှတ်ပုံတင်ရေးဦးစီးဌာနရုံးသို့ သတင်းပို့ရမည်။

၃။ ဤလက်မှတ်ကို အသက် (၁၀) နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ပျက်ကွက်ပါက အရေးယူခြင်း ခံရမည်။

渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

日 本 国 JAPAN

旅 券
PASSPORT

型/Type P
発行国/Issuing country JPN
旅券番号/Passport No. TZ0594730

姓/Surname
ASANO



名/Given name
MINORU

国 籍/Nationality
JAPAN

生年月日/Date of birth
23 MAR 1958

性別/Sex
M

本 籍/Registered Domicile
TOKYO

発行年月日/Date of issue
08 JAN 2009

有効期間満了日/Date of expiry
08 JAN 2019

発行官庁/Authority
CONSULATE-GENERAL OF JAPAN AT HONG KONG

所持人自署/Signature of bearer

P<JPNASANO<<MINORU<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

TZ05947302JPN5803239M1901089<<<<<<<<<<<<<<06

渡航先

This passport is valid for all countries and areas, unless otherwise endorsed.

日本国 JAPAN

旅券
PASSPORT

型/Type: P
発行国/Issuing country: JPN
旅券番号/Passport No.: TZ0783911



姓/Surname: NAGASAWA

名/Given name: NOBORU

国籍/Nationality: JAPAN

生年月日/Date of birth: 23 JUL 1963

性別/Sex: M

本籍/Registered Domicile: TOKYO

発行年月日/Date of issue: 16 DEC 2011

有効期間満了日/Date of expiry: 16 DEC 2021

発行官庁/Authority: CONSULATE-GENERAL OF JAPAN AT LOS ANGELES

所持人自署/Signature of bearer: N. Nagasawa

P<JPNNAGASAWA<<NOBORU<<<<<<<<<<<<<<<<<<<<<<<<<

TZ07839111JPN6307239M2112161<<<<<<<<<<<<<<00

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

မြန်မာဂျပန်ရိုက်(စ်)အင်ဒတ်စထရီကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် မြန်မာဂျပန်ရိုက်(စ်)အင်ဒတ်စထရီကုမ္ပဏီလီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း၊ တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD.500,000/- (အမေရိကန်ဒေါ်လာငါးသိန်း တိတိ) ဖြစ်၍ငွေ USD.1/- (အမေရိကန်တစ်ဒေါ်လာ တိတိ) တန် အစုရှယ်ယာပေါင်း (500,000) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

(၂)

စက်မှုလက်မှုနှင့်ထုတ်လုပ်မှုလုပ်ငန်းရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရကခွင့်ပြုထားသောအောက်ဖော်ပြပါကုန်ပစ္စည်းများကိုထုတ်လုပ်ခြင်း၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့်ပြုပြင်ခြင်းစသည့်လုပ်ငန်းများဆောင်ရွက်ရန်အတွက် မိမိတစ်ဦးတည်းဖြစ်စေမည်သည့် ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်များနှင့်ဖက်စပ်၍ဖြစ်စေလုပ်ကိုင်ရန်။

(က) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက်ကုန်ပစ္စည်းများကိုစိုက်ပျိုးခြင်း၊ ထုတ်လုပ်ခြင်း၊ ရိတ်သိမ်းခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ထုတ်ပိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ကုန်ထုတ်လုပ်ခြင်း။

(ခ) (ကျွန်းမှအပ) သစ်နှင့်သစ်တောထွက်ပစ္စည်းများအား (သက်ဆိုင်ရာဌာန၏ ခွင့်ပြုချက်ဖြင့်) ခုတ်လှဲခြင်း၊ ထုတ်ယူခြင်း၊ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်းနှင့် အသားသေဖစေခြင်း။

(ဂ) တိရိစ္ဆာန်မွေးမြူခြင်းနှင့် တိရိစ္ဆာန်ထွက်ကုန်ပစ္စည်းများအား ပြုပြင်ထုတ်လုပ်ခြင်း၊ စည်သွပ်ခြင်း၊

(ဃ) ရေထွက်ကုန်ပစ္စည်းများအားဖမ်းယူခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ကြိတ်ခွဲခြင်း၊ စည်သွပ်ခြင်းနှင့် ပြုပြင်ထုတ်လုပ်ခြင်း။

(င) ခါတ်မြေဩဇာ၊ ပိုးသတ်ဆေးနှင့် တိရိစ္ဆာန်အစားအစာများထုတ်လုပ်ခြင်း၊

(စ) လူသုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဆ) အိမ်သုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဇ) ယာဉ်နှင့်စက်ကိရိယာများ၊ အပိုပစ္စည်းများထုတ်လုပ်ခြင်း။

(ဈ) လက်မှုအနုပညာပစ္စည်းများ၊ ယွန်းထည်များနှင့် ပရိဘောဂများထုတ်လုပ်ခြင်း၊

(ည) ဆောက်လုပ်ရေးပစ္စည်းများနှင့်သုတ်ဆေးများထုတ်လုပ်ခြင်း၊

(ဋ) စက်ရုံသုံးပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဌ) လျှပ်စစ်နှင့်အီလက်ထရောနစ် ကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဍ) အထည်အလိပ်နှင့် အဂတ်အထည်များ ထုတ်လုပ်ခြင်း၊

(ဎ) အစိုးရ၏ခွင့်ပြုချက်ဖြင့် သတ္တုရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ ပြုပြင်ခြင်းနှင့် ထွက်ရှိသောကုန်ပစ္စည်းများကိုရောင်းချခြင်းလုပ်ကိုင်ရန်၊

၂။ အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့် စက်ကိရိယာများ၊ အပိုပစ္စည်းများ၊ကုန်ကြမ်းပစ္စည်းများ နှင့် အခြားသောပစ္စည်းများကို ပြည်ပမှတင်သွင်းရန်နှင့် ထွက်ရှိလာသောကုန်ချောများ၊ တစ်စိတ်တစ်ဒေသ ကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကားရောင်းချရန်၊

၃။ ကုမ္ပဏီမှသင့်လျော်လျောက်ပတ်သည်ဟုယူဆပါကကုမ္ပဏီ၏စီးပွားရေးလုပ်ငန်းတွင်အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်၊

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ ၊ အခြားမည်သည့်အရပ်ဒေသ၌ ဖြစ်စေ ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များကခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့် ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားရှိခြင်း ရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် သက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED** Represented by	134/2012-13 (5.4.2012)	76500 (51%)	
	(a) U Chit Khine No.(100/F), Inya Road, (9) Ward, Kamayut Township, Yangon.	Myanmar 12/Ah Sa Na (Naing)078263		(signature)
	(b) U Ye Min Aung No.(17), Mya Khwar Nyo 1st Street, 7/West Ward,Tharketa Township,Yangon.	Myanmar 12/Ta Ma Na (Naing)094582		(signature)
	(c) U Tin Maung Hlaing No.(7/2), Saw Mahar Street, Bo Cho Ward No.(2), Bahan Township, Yangon.	Myanmar 12/Sa Kha Na (Naing)057982		(signature)

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ စက်တင်ဘာ လ၊ ၁၇ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

No.............................
Date...........................
Myanma Gon Yi Housing, Upper Pansoedan St, Mingalar Taung Nyunt

17/9/13

Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်း အရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
2.	**Mitsui & Co.,Ltd** Represented by (a) MR. MINORU ASANO Minamiaoyama 4-2-12-808, Minato-ku, Tokyo, Japan. Postal Code:107-0062. (b) MR.NOBORU NAGASAWA Hikarigaoka 6-1-2-102, Nerima-ku, Tokyo, Japan. Postal Code:179-0072.	Incorporated in Japan JAPANESE PP No. TZ0594730 JAPANESE PP No. TZ0783911	73500 (49%)	[signature] [signature]

ရန်ကုန်၊ နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ စက်တင်ဘာ လ၊ ၁၇ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

No.............................
Date...........................

Rm#603, Bldg#D-2, Myanma Gon Yi Housing, Upper Pansoedan St, Mingalar Taung Nyunt Tsp, Ygn

17/9/13

Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

မြန်မာဂျပန်ရိုက်(စ်)အင်ဒတ်စထရီကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD.500,000/- (အမေရိကန်ဒေါ်လာငါးသိန်း တိတိ)ဖြစ်၍ ငွေ USD.1/- (အမေရိကန်တစ်ဒေါ်လာ တိတိ)တန် အစုရှယ်ယာပေါင်း (500,000) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၅၀) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် –

(၁) U Chit Khine

(၂) U Ye Min Aung

(၃) U Tin Maung Hlaing

(၄) MR. MINORU ASANO

(၅) MR. NOBORU NAGASAWA

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (–)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည်၊ ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၀ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေငြာသည်။အာဏာဆိုသည်မှာ-

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန် အာဏာရှိသည့်မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်လမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ် အဆိုပါချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင် ၊အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများ အားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို အပေါင်ပြု၍ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ထို့ပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ရာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့်အဆိုပါ ငွေကြေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံးသို့မဟုတ်တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း၊ အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများ အတွက် ငွေများတောင်းခံ ခေါ်ယူ၍သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့် အတိုင်း ဆောင်ရွက်ရန် ။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စရပ်များ အတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကို ဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စားဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍မန်နေဂျင်းဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူးသို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ရာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းချက်များဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ ကိုယ်စားလက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆိုခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆိုပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့်စပ်လျဉ်း၍ ဤကုမ္ပဏီကပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန် ၊ ထိုအပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့် ပက်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက်သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိကံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ်ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း ၊ ကြွေးမြီးမဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ ကိုယ်စားဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ကန်ထရိုက်စာချုပ်များနှင့်စာရွက်စာတမ်းများကိုကုမ္ပဏီ၏ ကိုယ်စား မည်သူကလက်မှတ် ရေးထိုးခွင့်ရှိသည့်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆပါက သင့်လျော်လျောက်ပတ်သော နည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန်မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံပစ္စည်းပါသည်ဖြစ်စေ၊မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့်စီမံခန့်ခွဲထားရန်။ထိုအပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည် ဖြင့်ဖြစ်စေ ၊ ဤကုမ္ပဏီ၏ ကိုယ်စား ဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟုယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန် ။ အဆိုပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့်အာဏာနှင့် အခြားသောသဘော တူညီထားသည် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပါဌာန်းချက်များပါပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆိုအတိအကျ ဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက်ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ်ကုမ္ပဏီ၏ အထွေအထွေအမြတ်စွန်းမှခွဲဝေပေးခြင်းများပြုလုပ်ရန်နှင့်အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည့်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊အရာရှိများဝန်ထမ်းများနှင့်အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဥ်းများ၊ စည်းကမ်းချက်များ၊စည်းကမ်းဥပဒေများကိုအခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်း များ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဥ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟုယူဆပါကကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီသို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့် သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင် အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ် ရာခိုင်နှုန်း ထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင် တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံးဆောင်ရွက်ရန် အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီ တွင် အစုရှင် အရေအတွက် နှစ်ဦးတည်း သာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်းပြည့်မီသူများအားရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥဒ္ဒေကပ္ပေဇာ်ခများနှင့် အခကြေး ငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်းဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကိုဤကုမ္ပဏီ၏မှတ်ပုံတင်ထားသောလုပ်ငန်းရုံးများသို့မဟုတ်ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်၊ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို ဇာတိုက်ခ ကြို တင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ထိုတံဆိပ်ကို ဒါရိုက်တာ များက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံးဒါရိုက်တာတစ်ဦးရှေ့ မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆(ဂ) တွင် ဖော်ပြရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ ၊ စာရင်းစစ်၊ အတွင်းရေးမှူးသို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန်ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဉ်း၍ ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ဆုံးရှုံးငွေများကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာ တွင် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေများနှင့်ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

✣✣✣✣✣✣✣✣✣✣✣✣✣✣✣✣

(၁၀) (က)

ဖောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED Represented by	134/2012-13 (5.4.2012)	76500 (51%)	
	(a) U Chit Khine No.(100/F), Inya Road, (9) Ward, Kamayut Township, Yangon.	Myanmar 12/Ah Sa Na (Naing)078263		
	(b) U Ye Min Aung No.(17), Mya Khwar Nyo 1st Street, 7/West Ward,Tharketa Township,Yangon.	Myanmar 12/Ta Ma Na (Naing)094582		
	(c) U Tin Maung Hlaing No.(7/2), Saw Mahar Street, Bo Cho Ward No.(2), Bahan Township,Yangon.	Myanmar 12/Sa Kha Na (Naing)057982		

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ စက်တင်ဘာ လ၊ ၁၇ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

Kyu Kyu Win & Associates
Date........................
Myanma Gon Yi Housing, Upper Pansodan St, Mingalar Taung Nyunt

17/9/13

Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

MYANMAR JAPAN RICE INDUSTRY COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

The name of the Company is MYANMAR JAPAN RICE INDUSTRY COMPANY LIMITED

The registered office of the Company will be situated in the Union of Myanmar.

The objects for which the Company is established are as on the next page.

The liability of the members is limited.

The authorised capital of the Company is USD.500,000/- (United State Dollar Five Hundred Thousand Only Only) divided into (500,000) shares of USD.1/- (United State Dollar One Dollar Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(2)

Objectives of Industry and Manufacturing

1. To carry on the business of manufacturing, growing, milling and preserving etc; of the, Following commodities permitted by the Government, either solely on its own or in Joint-venture with any local or foreign partners.
   (a) Growing, producing, harvesting, preserving, packing, milling and manufacturing of agricultural and farm products.
   (b) Feeling, extracting (with the permission from the authorities concerned) milling, manufacturing, preserving and seasoning of timber (excluding teak) and forest products.
   (c) Livestock breeding, processing and canning of livestock products.
   (d) Fishing, preserving, milling, canning and processing of marine products.
   (e) Producing fertilizers, insecticides and animal feeds.
   (f) Manufacturing of personal goods.
   (g) Manufacturing of household goods.
   (h) Manufacturing of vehicles, machineries and spares.
   (i) Manufacturing of arts and crafts, lacquer wares and furniture.
   (j) Manufacturing of construction materials and paints.
   (k) Manufacturing of factory utencils.
   (l) Manufacturing of electrical and electronic goods.
   (m) Manufacturing of textile, garments and clothing's.
   (n) To carry on the business of exploration, exploitation, production, processing of minerals and marketing of its products with the permission of the Government.

To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.

To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: - Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitles so as to do in accordance with the Laws, Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for time being in force.

(3)(a)

... persons, whose names, nationalities, addresses and descriptions are subscribed ... being formed into a Company in pursuance of this Memorandum of Association, ... to take the number of shares in the capital of the Company set opposite our ...

Names, Address and Description of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED Represented by	134/2012-13 (5.4.2012)	76500 (51%)	
(a) U Chit Khine No.(100/F), Inya Road, (9) Ward, Kamayut Township, Yangon.	Myanmar 12/Ah Sa Na (Naing)078263		[signature]
(b) U Ye Min Aung No.(17), Mya Khwar Nyo 1st Street, 7/West Ward,Tharketa Township,Yangon.	Myanmar 12/Ta Ma Na (Naing)094582		[signature]
(c) U Tin Maung Hlaing No.(7/2), Saw Mahar Street, Bo Cho Ward No.(2), Bahan Township,Yangon.	Myanmar 12/Sa Kha Na (Naing)057982		[signature]

Yangon Dated the 17th day of September, 2013.

It is hereby certified that the persons mentioned above put their signatures in my presence.

17/9/13

Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

... Yi Housing, Upper Pansoedan St, Mingalar Taung Nyunt ...

(3) (b)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	Mitsui & Co.,Ltd Represented by (a) MR. MINORU ASANO Minamiaoyama 4-2-12-808, Minato-ku, Tokyo, Japan. Postal Code:107-0062. (b) MR.NOBORU NAGASAWA Hikarigaoka 6-1-2-102, Nerima-ku, Tokyo, Japan. Postal Code:179-0072.	Incorporated In Japan JAPANESE PP No. TZ0594730 JAPANESE PP No. TZ0783911	73500 (49%)	

Yangon Dated the 17th day of September, 2013.

It is hereby certified that the persons mentioned above put their signatures in my presence.

17/9/13

Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

MYANMAR JAPAN RICE INDUSTRY COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

The Company is to be a Private Company and accordingly following provisions shall have effect:-

(a) The number of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

The authorised capital of the Company is USD.500,000/- (United State Dollar Five Hundred Thousand Only) divided into (500,000) shares of USD.1/- (United State Dollar One Dollar Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

The certificates of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

Unless otherwise determined by a General Meeting the number of Directors shall not be less than ([illegible]) and more than (50).

The First Directors shall be: -

(1) U Chit Khine
(2) U Ye Min Aung
(3) U Tin Maung Hlaing
(4) MR. MINORU ASANO
(5) MR. NOBORU NAGASAWA

The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

Any Director may at any time summon a meeting of Directors.

(6)

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on agars or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) Go appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions al shall be agreed on the surrender of his shares or any part thereof.

(7)

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To mark and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on. Behalf of the company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, toques, promissory notes, receipts, endorsements, releases contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favor of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for of in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

5. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

6. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

7. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

1. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

The books of account shall be kept at the registered office of the Company of at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

1. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

2. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

[illegible]. Subject to the provisions of Section 86(C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges. Losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

[illegible]. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

(10) (a)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**MYANMAR AGRIBUSINESS PUBLIC CORPORATION (MAPCO) LIMITED** Represented by	134/2012-13 (5.4.2012)	76500 (51%)	
	(a) U Chit Khine No.(100/F), Inya Road, (9) Ward, Kamayut Township, Yangon.	Myanmar 12/Ah Sa Na (Naing)078263		[signature]
	(b) U Ye Min Aung No.(17), Mya Khwar Nyo 1st Street, 7/West Ward, Tharketa Township, Yangon.	Myanmar 12/Ta Ma Na (Naing)094582		[signature]
	(c) U Tin Maung Hlaing No.(7/2), Saw Mahar Street, Bo Cho Ward No.(2), Bahan Township, Yangon.	Myanmar 12/Sa Kha Na (Naing)057982		[signature]

Yangon Dated the 17th day of September, 2013.

It is hereby certified that the persons mentioned above put their signatures in my presence.

17/9/13

Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

(10)(b)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
2.	Mitsui & Co.,Ltd Represented by (a) MR. MINORU ASANO Minamiaoyama 4-2-12-808, Minato-ku, Tokyo, Japan. Postal Code:107-0062. (b) MR.NOBORU NAGASAWA Hikarigaoka 6-1-2-102, Nerima-ku, Tokyo, Japan. Postal Code:179-0072.	Incorporated in Japan JAPANESE PP No. TZ0594730 JAPANESE PP No. TZ0783911	73500 (49%)	

Yangon Dated the 17th day of September, 2013.

It is hereby certified that the persons mentioned above put their signatures in my presence.

17/9/13

Kyu Kyu Win,
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

Kyu Kyu Win & Associates
No.
Date
Myanma Gon Yi Housing, Upper Pansodan St, Mingalar Taung Nyunt